



অসম
ৰাজপত্ৰ

THE ASSAM GAZETTE

অসাধাৰণ
EXTRAORDINARY
প্রাপ্ত কৰ্ত্তৃৰ দ্বাৰা প্রকাশিত
PUBLISHED BY THE AUTHORITY

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No. 57 Dispur, Tuesday, 28th February, 2017, 9th Phalgun, 1938 (S.E.)

GOVERNMENT OF ASSAM
ORDERS BY THE GOVERNOR
GUWAHATI DEVELOPMENT DEPARTMENT

NOTIFICATION

The 18th February, 2017

No.GDD.244/2012/Pt-V/49.- The Governor of Assam is pleased to constitute "The Assam Urban Infrastructure Development & Management Agency (AUIDMA)" as a registered Society for Implementation of ADB Assisted Assam Urban Infrastructure Investment Program (AUIIP) and any other project/schemes may be entrusted by the State Government from time to time.

1. BACKGROUND

- 1.1 Government of Assam has entered into a project agreement (**Annexure-I**) with Asian Development Bank (ADB) under Assam Urban Infrastructure Investment Program (AUIIP) and Government of India on 9th March, 2012 for implementing the South Guwahati East Water Supply project, Drainage Improvement in Guwahati & Dibrugarh and Solid Waste Management system in Dibrugarh.
- 1.2 Government of India signed a Loan Agreement (**Annexure-II**) with ADB on 9th March, 2012. ADB has agreed to provide US 200 Million US Dollars under Multi Tranche financing facility (MFF). The total project size is estimated to be 285.8 Million US Dollars including Counterpart Funding of 85.8 Million US Dollars. The Counterpart Funding component includes Taxes and Duties, Cost of Land Acquisition, Contingencies, as well as Interest during construction and Commitment charges.
- 1.3 The objective of the Investment Program and the project is to improve urban services in the cities of Guwahati and Dibrugarh to the standards set by the State.

- 1.4 The components of the project are : (a) South Guwahati East Water Supply Project; (b) Improved Drainage System in Guwahati and Dibrugarh; (c) Solid Waste Management Infrastructure, Dibrugarh ; (d) Implementation support.
- 1.5 The Project is already under implementation phase and in order to support implementation of the Program, a Project Management Unit (PMU) headed by the Project Director and two Project Implementation Units (for Guwahati and Dibrugarh) have been constituted. Further to support PMU and PIUs, in sub-project design and implementation, overall program monitoring and capacity building, AUIIP has engaged Project Management Consultants (PMC) and Design and Supervision Consultants (DSC).

2. RATIONALE FOR CREATION OF SPECIAL PURPOSE VEHICLE (SPV)

- 2.1 In order to expeditiously implement prestigious and high investment Urban Development Projects the implementation arrangement is required to be decentralized to facilitate better interdepartmental cooperation. As regards ADB funded AUIIP, the Deputy Director General, Asian Development Bank had proposed providing greater functional autonomy to PMU in the meeting held with Chief Secretary, Govt. of Assam and Principal Secretary, GDD on 30.09.2015. It was also agreed in the meeting to create a Special Purpose Vehicle (SPV) to facilitate such arrangement for implementation of Assam Urban Infrastructure Investment Program (AUIIP). Subsequently, this was also mentioned in the Aide Memoire during the Special Project Administration Mission visit (27 - 30 September, 2015) which was approved by Govt. of Assam.
- 2.2 In view of the above a Special Purpose Vehicle (SPV) titled Assam Urban Infrastructure Development & Management Agency (AUIDMA) is hereby constituted to be registered user under the Societies Registration Act 1860 for sanctioning, approving, implementing and monitoring of the physical and financial progress of AUIIP activities financed by Asian Development Bank (ADB) and any other similar Projects as entrusted by the Government from time to time.

3. FINANCIAL IMPLICATIONS

ADB funded AUIIP is an ongoing project with approved component for Project Management and PMU is currently functioning. AUIDMA would use the same resources and infrastructure with a structure of supervision, guidance and functional autonomy created through this proposal. Thus, there will be no additional financial implications. However, in future, as decided by the State Government, from time to time, if any additional projects are entrusted to AUIDMA, beyond the closure of ADB funded AUIIP, necessary provision would be made from such projects or as GIA from State Budget as may be applicable. The Administrative Department would approach the Finance Department and Planning & Development Department separately if such exigency arises.

Hence, the Special Purpose Vehicle (SPV) by the name of Assam Urban Infrastructure Development & Management Agency (AUIDMA) is hereby constituted and to be registered under Societies Registration Act 1860 as per the Memorandum of Association and Rules of Business as at Annex - III & IV, for implementation of ADB funded AUIIP and any other similar projects of critical importance and complexity for urban infrastructure development and management in Assam arising out of specially earmarked resources through EAP, etc.

ANNEXURE-I

ADB

PROJECT AGREEMENT

(Assam Urban Infrastructure Investment Program - Project 1)

between

ASIAN DEVELOPMENT BANK

and

STATE OF ASSAM

LOAN NUMBER 2806-IND

PROJECT AGREEMENT

(Assam Urban Infrastructure Investment Program - Project 1)

between

ASIAN DEVELOPMENT BANK

and

STATE OF ASSAM

DATED 9 MARCH, 2012

IND 42265

PROJECT AGREEMENT

PROJECT AGREEMENT dated 9 March, 2012 between ASIAN DEVELOPMENT BANK ("ADB") and the State of Assam, acting by its Governor ("State").

WHEREAS

- (A) by a Loan Agreement of even date herewith between India ("Borrower") and ADB, ADB has agreed to make to the Borrower a loan of eighty-one million Dollars (\$81,000,000), on the terms and conditions set forth in the Loan Agreement, but only on the condition that, consistent with the Loan Agreement, the proceeds of the loan be made available to the state and that the State agrees to undertake certain obligations towards ADB set forth herein; and
- (B) the State, in consideration of ADB entering into the Loan Agreement with the Borrower, has agreed to undertake the obligations set forth herein;

NOW THEREFORE the parties hereto agree as follows:

ARTICLE-I

Definitions

Section 1.01. (a) Wherever used in this Project Agreement, unless the context otherwise requires, the several terms defined in the Loan Agreement and in the Loan Regulations (as so defined) have the respective meanings therein set forth.

ARTICLE-II

Particular Covenants

Section 2.01. (a) The State shall carry out the Project with due diligence and efficiency, and in conformity with sound applicable technical, financial, business, engineering, environmental and urban development and public utility practices.

(b) In the carrying out of the Project and operation of the project facilities, the State shall perform all obligations set forth in the Loan Agreement to the extent that they are applicable to the state.

Section 2.02. The State shall make available, promptly as needed, the funds, facilities, services, land and other resources as required, in addition to the proceeds of the Loan, for the carrying out of the Project.

Section 2.03. (a) In the carrying out of the Project, the State shall employ competent and qualified consultants and contractors, acceptable to ADB, to an extent and upon terms and conditions satisfactory to ADB.

(b) Except as ADB may otherwise agree, the State shall procure all Goods, Works and Consulting Services to be financed out of the proceeds of the Loan in accordance with the provisions of Schedule 4 to the Loan Agreement. ADB may refuse to finance a contract where Goods, Works or Consulting Services have not been procured under procedures substantially

in accordance with those agreed between the Borrower and ADB or where the terms and conditions of the contract are not satisfactory to ADB.

Section 2.04. The State shall carry out the Project in accordance with plans, design standards, specifications, work schedules and construction methods acceptable to ADB. The State Shall furnish, or cause to be furnished, to ADB, promptly after their preparation, such plans, design standards, specifications and work schedules, and any material modifications subsequently made therein, in such detail as ADB shall reasonably request.

Section 2.05. (a) The State shall take out and maintain with responsible insurers, or make other arrangements satisfactory to ADB for, insurance of Project facilities to such extent and against such risks and in such amounts as shall be consistent with sound practice.

(b) Without limiting the generality of the foregoing, the State undertakes to insure, or cause to be insured, the Goods to be imported for the Project against hazards incident to the acquisition, transportation and delivery thereof to the place of use or Installation, and for such insurance any indemnity shall be payable in a currency freely usable to replace or repair such Goods.

Section 2.06. The State shall maintain, or cause to be maintained, records and accounts adequate to identify the Goods, Works and Consulting Services financed out of the proceeds of the Loan, to disclose the use thereof in the Project, to record the progress of the Project (including the cost thereof) and to reflect, in accordance with consistently maintained sound accounting principles, its operations and financial condition.

Section 2.07. (a) ADB and the State shall cooperate fully to ensure that the purposes of the Loan will be accomplished.

(b) The State shall promptly inform ADB and the Borrower of any condition which interferes with, or threatens to interfere with, the progress of the Project, the performance of its obligations under this Project Agreement, or the accomplishment of the purposes of the Loan.

(c) ADB and the State shall from time to time, at the request of either party, exchange views through their representatives with regard to any matters relating to the Project, the State and the Loan.

Section 2.08. (a) In so far as it relates to the project, the State shall furnish to ADB all such reports and information as ADB shall reasonably request concerning (i) the Loan and the expenditure of the proceeds thereof; (ii) the Goods, Works and Consulting Services financed out of such proceeds; (iii) the Project; (iv) the administration, operations and financial status of the State; and (v) any other matters relating to the purposes of the Loan.

- (b) Without limiting the generality of the foregoing, the State shall furnish to ADB periodic reports on the execution of the Project and on the operation and management of the Project facilities. Such reports shall be submitted in such form and in such detail and within such a period as ADB shall reasonably request, and shall indicate, among other things, progress made and problems encountered during the period under review, steps taken or proposed to be taken to remedy these problems, and proposed program of activities and expected progress during the following period.
- (c) Promptly after physical completion of the Project, but in any event not later than 3 months thereafter or such later date as ADB may agree for this purpose, the State shall prepare and furnish to ADB a report, in such form and in such detail as ADB shall reasonably request, on the execution and initial operation of the Project, including its cost, the performance by the State of its obligations under this Project Agreement and the accomplishment of the purposes of the Loan.

Section 2.09. (a) The State shall (i) maintain separate accounts for the Project; (ii) have such accounts and related financial statements (balance sheet, statement of income and expenses, and related statements) audited annually, in accordance with appropriate auditing standards consistently applied, by independent auditors whose qualifications, experience and terms of reference are acceptable to ADB; and (iii) furnish to ADB, promptly after their preparation but in any event not later than 6 months after the close of the fiscal year to which they relate, certified copies of such audited accounts and financial statements and the report of the auditors relating thereto (including the auditors' opinion on the use of the Loan proceeds and compliance with the financial covenants of the Loan Agreement and the Project Agreement as well as on the use of the procedures for imprest account and statement of expenditures), all in the English language. The State shall furnish to ADB such further information concerning such accounts and financial statements and the audit thereof as ADB shall from time to time reasonably request.

Section 2.10. The State shall enable ADB's representatives to inspect the Project, the Goods and Works and any relevant records and documents.

Section 2.11. (a) In relation to the Project, the State shall, promptly as required, take all action within its powers to maintain its corporate existence, to carry on its operations, and to acquire, maintain and renew all rights, properties, powers, privileges and franchises which are necessary in the carrying out of the Project or in the conduct of its operations.

(b) In relation to the Project, the State shall at all times conduct its operations in accordance with sound applicable technical, financial, business, development and operational practices, and under the supervision of competent and experienced management and personnel.

(c) In relation to the Project, the State shall at all times operate and maintain its plants, equipment and other property, and from time to time, promptly as needed, make all necessary repairs and renewals thereof, all in accordance with sound applicable technical, financial, business, development, operational and maintenance practices.

Section 2.12. Except as ADB may otherwise agree, the State shall not sell, lease or otherwise dispose of any of its assets which shall be required for the efficient carrying on of its operations or the disposal of which may prejudice its ability to perform satisfactorily any of its obligations under this project Agreement.

Section 2.13. Except as ADB and the Borrower may otherwise agree, the State shall apply the proceeds of the Loan to the financing of expenditures on the project in accordance with the provisions of the Loan Agreement and this project Agreement, and shall ensure that all Goods, Works and Consulting Services financed out of such proceeds are used exclusively in the carrying out of the project.

Section 2.14. Except as ADB may otherwise agree, the State shall duly perform all its obligations under the financing arrangements with the Borrower pursuant to Section 3.01 of the Loan Agreement, and shall not take or concur in, any action which would have the effect of assigning, amending, abrogating or weaving any rights or obligations of the parties under such financing arrangements.

ARTICLE-III

Effective Date; Termination

Section 3.01. This project Agreement shall come into force and effect on the date on which the Loan Agreement comes into force and effect. ADB shall promptly notify the State of such date.

Section 3.02. This Project Agreement and all obligations of the parties hereunder shall terminate on the date on which the Loan Agreement shall terminate in accordance with its terms.

Section 3.03. All the provisions of this Project Agreement shall continue in full force and effect notwithstanding any cancellation or suspension under the Loan Agreement.

ARTICLE-IV

Miscellaneous

Section 4.01. Any notice or request required or permitted to be given or made under this project Agreement and any agreement between the parties contemplated by this Project Agreement shall be in writing. Such notice or request shall be

deemed to have been duly given or made when it shall be delivered by hand, mail or facsimile to the party to which it is required or permitted to be given or made at its address hereinafter specified, or at such other address as such party shall have designated by notice to the party giving such notice or making such request. The addresses so specified are :

For ADB

Asian Development Bank
6 ADB Avenue
Mandaluyong City
1550 Metro Manila
Philippines.

Facsimile Numbers :

(632) 6,36-2444
(632) 636-2338.

For the State

Commissioner & Secretary
Guwahati Development Department
Block-F. Ground Floor
New Secretariat Building
Assam Civil Secretariat
Dispur-781006
Assam.

Facsimile Numbers :

0091-361-2237284.

Section 4.02. (a) Any action required or permitted to be taken, and any documents required or permitted to be executed, under this Project Agreement by or on behalf of the State may be taken or executed by its Commissioner & Secretary, Guwahati Development Department or by such other person or persons as he or she shall so designate in writing notified to ADB.

(b) The State shall furnish to ADB sufficient evidence of the authority of each person who will act under subsection (a) hereinabove, together with the authenticated specimen signature of each such person.

Section 4.03. No delay in exercising, or omission to exercise, any right, power or remedy accruing to either party under this Project Agreement upon any default shall impair any such right, power or remedy or be construed to be a waiver thereof or an acquiescence in such default; nor shall the action of such party in respect of any default, or any acquiescence in any default, affect or impair any right, power or remedy of such party in respect of any other or subsequent default.

IN WITNESS WHERE OF the parties, hereto, acting through their representatives thereunto duly authorized, have caused this project Agreement to be signed in their respective names as of the day and year first above written and to be delivered at the principal office of ADB.

ASIAN DEVELOPMENT BANK

By _____
HUN KIM
Country Director

STATE OF ASSAM

By _____
ASHISH KUMAR BHUTANI
Commissioner and Secretary
Guwahati Development Department.

ANNEXURE-II

ADB

LOAN AGREEMENT

(Ordinary Operations)

(Assam Urban Infrastructure Investment Program - Project 1)

Between

INDIA

and

ASIAN DEVELOPMENT BANK

LOAN NUMBER 2806-IND

LOAN AGREEMENT

(Ordinary Operations)

(Assam Urban Infrastructure Investment Program - Project 1)

between

INDIA

and

ASIAN DEVELOPMENT BANK

DATED 9 MARCH 2012

IND 42265

(12)

LOAN AGREEMENT**(Ordinary Operations)**

LOAN AGREEMENT dated 9 March 2012 between INDIA, acting by its President ("Borrower"), and ASIAN DEVELOPMENT BANK ("ADB").

WHEREAS

- (A) by a framework financing agreement dated 2 September 2011 between the Borrower and ADB, ADB has agreed to provide a multitranche financing facility to the Borrower for purposes of financing projects under the Assam Urban Infrastructure Investment Program;
- (B) by a periodic financing request dated 2 September 2011, the Borrower has applied to ADB for a loan for the purposes of the Project described in Schedule 1 to this Loan Agreement;
- (C) the Project will be carried out by the State of Assam ("State"), acting through Guwahati Development Department, and for this purpose the Borrower will make available to the State the proceeds of the loan provided for herein upon terms and conditions mutually agreeable to ADB and the Borrower; and
- (D) ADB has agreed to make a loan to the Borrower from ADB's ordinary capital resources upon the terms and conditions set forth herein and in the Project Agreement of even date herewith between ADB and the State;

NOW THEREFORE the parties hereto agree as follows :

ARTICLE-I**Loan Regulations; Definitions**

Section 1.01. All the provisions of the Ordinary Operations Loan Regulations Applicable to LIBOR-Based Loans Made from ADB's Ordinary Capital Resources, dated 1 July 2001 ("Loan Regulations"), are hereby made applicable to this Loan Agreement with the same force and effect as if they were fully set forth herein, subject, however, to the following modifications:

- (a) Section 3.03 is deleted and the following is substituted therefor :

Commitment Charge; Credit.

- (a) The Borrower shall pay a commitment charge on the unwithdrawn amount of the Loan at the rate and on the terms specified in the Loan Agreement.

(b) ADB shall provide to the Borrower a credit at the rate specified in the Loan Agreement, which credit shall remain fixed for the term of the Loan. ADB shall apply the amount of the credit against the interest payable by the Borrower.

(b) Section 3.06 is deleted and the following is substituted therefor :

(a) Following any announcement by ADB that the Fixed Spread applicable to new Loans shall be reduced, ADB shall provide a Rebate to any Borrower with an outstanding Loan on which a higher Fixed Spread is applicable. The amount of the Rebate shall be determined by multiplying (i) the difference between the Fixed Spread applicable to the outstanding Loan and the Fixed Spread that will be applied to new Loans (expressed as a percentage per annum), by (ii) the principal amount of the outstanding Loan on which the Borrower shall pay interest for all interest periods commencing on and after the effective date of the lower Fixed Spread that will be applied to new Loans.

(b) Following any announcement by ADB that its Funding Cost Margin calculations with respect to any Loan Currency (or Approved Currency) in any Semester resulted in ADB achieving savings, ADB shall provide a Rebate to the Borrower. The amount of the Rebate shall be determined by multiplying (i) the Funding Cost Margin (expressed as a percentage per annum) by (ii) the principal amount of the Loan on which the Borrower shall pay interest for the Interest Period commencing immediately after the Semester for which the Funding Cost Margin was calculated. ADB shall apply the amount of the Rebate against the interest payable by the Borrower for the Interest Period commencing immediately after the Semester for which the Funding Cost Margin was calculated.

(c) Section 3.07 is deleted and the following is substituted therefor :

(a) Following any announcement by ADB that the Fixed Spread applicable to new Loans shall be increased, any Borrower with an outstanding Loan on which a lower Fixed Spread is applicable shall pay ADB a Surcharge. The amount of the Surcharge shall be determined by multiplying (i) the difference between the Fixed Spread that will be applied to new Loans and the Fixed Spread applicable to the outstanding Loan (expressed as a percentage per annum), by (ii) the principal amount of the outstanding Loan on which the Borrower shall pay interest for all interest periods commencing on and after the effective date of the higher Fixed Spread that will be applied to new Loans.

(b) Following any announcement by ADB that its Funding Cost Margin calculations with respect to any Loan Currency (or Approved Currency) in any Semester resulted in ADB incurring additional costs, the

Borrower shall pay ADB a Surcharge. The amount of the Surcharge shall be determined by multiplying (I) the Funding Cost Margin (expressed as a percentage per annum) by (II) the principal amount of the Loan on which the Borrower shall pay interest for the Interest Period commencing immediately after the Semester for which the Funding Cost Margin was calculated. ADB shall add the amount of the Surcharge to the interest payable by the Borrower for the Interest Period commencing immediately after the Semester for which the Funding Cost Margin was calculated.

Section 1.02.

Wherever used in this Loan Agreement, the several terms defined in the Loan Regulations have the respective meanings therein set forth unless modified herein or the context otherwise requires. Additional terms used in this Loan Agreement have the following meanings:

- (a) "BRT" means bus rapid transit;
- (b) "BRT Subproject" means the proposed establishment and construction of a BRT transport corridor in Guwahati, as described in Schedule 1 to the FFA;
- (c) "Consulting Guidelines" means the Guidelines on the Use of Consultants by Asian Development Bank and its Borrowers (2010, as amended from time to time);
- (d) "Consulting Services" means the services to be financed out of the proceeds of the Loan as described in paragraph 3(iv) of Schedule 1 to this Loan Agreement;
- (e) "Environmental Assessment and Review Framework" or "EARF" means the environmental assessment and review framework for the Investment Program, including any update thereto, agreed between the Borrower and ADB and incorporated by reference in the FFA;
- (f) "Environmental Management Plan" or "EMP" means each and any environmental management plan for the Project, including any update thereto, incorporated in the IEEs;
- (g) "Environmental Safeguards" means the principles and requirements set forth in Chapter V, Appendix 1, and Appendix 4 (as applicable) of the SPS;
- (h) "Facility" means the multitranche financing facility provided by ADB to the Borrower for purposes of financing projects under the Investment Program;
- (i) "FAM" means the Facility administration manual dated September 2011 and agreed between the Borrower and ADB, as updated from time to time in accordance with the respective administrative procedures of the Borrower and ADB;

- (j) "FFA" means the framework financing agreement dated 2 September 2011 between ADB and the Borrower with respect to the Facility;
- (k) "GAP" means the gender action plan developed for the Investment Program by the Borrower and approved by ADB;
- (l) "GDD" means the State's Guwahati Development Department, or any legal successor thereto acceptable to ADB;
- (m) "Goods" means equipment and materials to be financed out of the proceeds of the Loan, including related services such as transportation, insurance, installation, commissioning, training and initial maintenance, but excluding Consulting Services;
- (n) "Indigenous Peoples Plan" or "IPP" means an indigenous peoples plan for the Project, including any update thereto, prepared and submitted by the Borrower pursuant to the requirements set forth in the IPPF and cleared by ADB;
- (o) "Indigenous Peoples Planning Framework" or "IPPF" means the indigenous peoples planning framework for the Investment Program, including any update thereto, agreed between the Borrower and ADB and incorporated by reference in the FFA;
- (p) "Indigenous Peoples Safeguards" means the principles and requirements set forth in Chapter V, Appendix 3, and Appendix 4 (as applicable) of the SPS;
- (q) "Initial Environmental Examination" or "IEE" means each and any initial environmental examination for the Project, including any update thereto, prepared and submitted by the Borrower pursuant to the requirements set forth in the EARF and cleared by ADB;
- (r) "Investment Program" means the Assam Urban Infrastructure Investment Program;
- (s) "Involuntary Resettlement Safeguards" means the principles and requirements set forth in Chapter V, Appendix 2, and Appendix 4 (as applicable) of the SPS;
- (t) "Loan Disbursement Handbook" means ADB's Loan Disbursement Handbook (2007, as amended from time to time);
- (u) "O&M" means operations and maintenance;
- (v) "PFR" means the periodic financing request submitted or to be submitted by the Borrower, for the purposes of each loan under the Facility, and for the purpose of this Loan Agreement means the periodic financing request dated 2 September 2011;

- (w) "PIU" means each and any project implementation unit established under the PMU for the purposes of the Investment Program;
- (x) "PMU" means the program management unit established by GDD for the purposes of the Investment Program, that will serve as the project management unit for the Project;
- (y) "Procurement Guidelines" means ADB's Procurement Guidelines (2010 as amended from time to time);
- (z) "Procurement Plan" means the procurement plan for the Project dated 2 September 2011 forming part of the FAM and agreed between the Borrower and ADB, as updated from time to time in accordance with the procurement Guidelines, the Consulting Guidelines and other arrangements agreed with ADB;
- (aa) "Project Executing Agency" for the purposes of and within the meaning of, the Loan Regulations means the State, acting through GDD, or any legal successor thereto acceptable to ADB;
- (bb) "Project facilities" means the water supply, sewerage, solid waste management, drainage and urban transport infrastructure facilities to be constructed under the Project;
- (cc) "Resettlement Framework" or "RF" means the resettlement framework for the Investment program, including any update thereto, agreed between the Borrower and ADB and incorporated by reference in the FFA;
- (dd) "Resettlement Plan" or "RP" means each and any resettlement plan for the Project, including any update thereto, prepared and submitted by the Borrower pursuant to the requirements set forth in the RF and cleared by ADB;
- (ee) "Rupee" means the lawful currency of the Borrower;
- (ff) "Safeguard Policy Statement" or "SPS" means ADB's Safeguard Policy Statement (2009);
- (gg) "Safeguards Monitoring Report" means each report prepared and submitted by the Borrower to ADB that describes progress with Implementation of and compliance with, the EMPS, the RPs and any IPP (as applicable), including any corrective and preventative actions;
- (hh) "SPV" means special purpose vehicle;
- (ii) "State" means the State of Assam;
- (jj) "Subproject" means a subproject under the Project that meets the selection criteria set out in Schedule 4 to the FFA;

- (kk) "TA" means the capacity building technical assistance to be provided to the Borrower by ADB under the ADB CTA No. 0003 to support the implementation of the Investment Programme;
- (ll) "ULB" means urban local body; and
- (mm) "Works" means construction or civil works to be financed out of the proceeds of the Loan, including services such as drilling or mapping, and project related services that are provided as part of a single responsibility or turnkey contract, but excluding Consulting Services.

ARTICLE-II

The Loan

Section 2.01. (a) ADB agrees to lend to the Borrower from ADB's ordinary capital resources an amount of eighty-one million Dollars (\$81,000,000), as such amount may be converted from time to time through a Currency Conversion in accordance with the provisions of Section 2.06 of this Loan Agreement.

- (b) The Loan has a principal repayment period of 20 years, and a grace period as defined in subsection (c) hereinafter.
- (c) The term "grace period" as used in subsection (b) herein above means the period prior to the first Principal Payment Date in accordance with the amortization schedule set forth in Schedule 2 to this Loan Agreement.

Section 2.02. The Borrower shall pay to ADB interest on the principal amount of the Loan withdrawn and outstanding from time to time at a rate for each Interest Period equal to the sum of LIBOR and 0.60% as provided by Section 3.02 of the Loan Regulations, less a credit of 0.20% as provided by Section 3.03 of the Loan Regulations.

Section 2.03. The Borrower shall pay a commitment Charge of 0.15% per annum. Such charge shall accrue on the full amount of the Loan (less amounts withdrawn from time to time), commencing 60 days after the date of this Loan Agreement.

Section 2.04. Interest and other Charges on the Loan shall be payable semiannually on 15 March and 15 September in each year.

Section 2.05. The Borrower shall repay the principal amount of the Loan withdrawn from the Loan Account in accordance with the provisions of Schedule 2 to this Loan Agreement.

Section 2.06. (a) The Borrower may at any time request any of the following Conversions of the terms of the Loan in order to facilitate prudent debt management :

- (i) a change of the Loan Currency of all or any portion of the principal amount of the Loan, whether withdrawn and outstanding or unwithdrawn, to an Approved Currency;
- (ii) a change of the interest rate basis applicable to all or any portion of the principal amount of the Loan withdrawn and outstanding from a Floating Rate to a Fixed Rate, or vice versa; and
- (iii) the setting of limits on the Floating Rate applicable to all or any portion of the principal amount of the Loan withdrawn and outstanding by the establishment of an Interest Rate Cap or Interest Rate Collar on said Floating Rate.

(b) Any conversion requested pursuant to subsection (a) hereinabove that is accepted by ADB shall be considered a "Conversion", as defined in Section 2.01(6) of the Loan Regulations, and shall be effected in accordance with the provisions of Article V of the Loan Regulations and the Conversion Guidelines.

ARTICLE-III

Use of Proceeds of the Loan

Section 3.01. The Borrower shall make the proceeds of the Loan available to the State upon terms and conditions mutually agreeable to ADB and the Borrower, and shall cause the State to apply such proceeds to the financing of expenditures on the Project in accordance with the provisions of this Loan Agreement and the Project Agreement.

Section 3.02. The proceeds of the Loan shall be allocated and withdrawn in accordance with the provisions of Schedule 3 to this Loan Agreement, as such Schedule may be amended from time to time by agreement between the Borrower and ADB.

Section 3.03. Except as ADB may otherwise agree, the Borrower shall procure, or cause to be procured, the items of expenditure to be financed out of the proceeds of the Loan in accordance with the provisions of Schedule 4 to this Loan Agreement. ADB may refuse to finance a contract where any such item has not been procured under procedures substantially in accordance with those agreed between the Borrower and ADB or where the terms and conditions of the contract are not satisfactory to ADB.

Section 3.04. Except as ADB may otherwise agree, the Borrower shall cause all items of expenditure financed out of the proceeds of the Loan to be used exclusively in the carrying out of the Project.

Section 3.05. The Loan Closing Date for the purposes of Section 9.02 of the Loan Regulations shall be 30 June 2018 or such other date as may from time to time be agreed between the Borrower and ADB.

ARTICLE-IV

Particular Covenants

Section 4.01. (a) The Borrower shall cause the Project to be carried out with due diligence and efficiency and in conformity with sound applicable technical, financial, business, engineering, environmental and urban development and public utility practices.

(b) In the carrying out of the Project and operation of the Project facilities, the Borrower shall perform, or cause to be performed, all obligations set forth in Schedule 5 to this Loan Agreement and the Project Agreement.

Section 4.02. The Borrower shall make available, or cause the State to make available, promptly as needed, the funds, facilities, services, land and other resources, as required, in addition to the proceeds of the Loan, for the carrying out of the Project.

Section 4.03. The Borrower shall ensure that the activities of its departments and agencies with respect to the carrying out of the Project and operation of the Project facilities are conducted and coordinated in accordance with sound administrative policies and procedures.

Section 4.04. The Borrower shall enable ADB's representatives to inspect the Project, the Goods and Works, and any relevant records and documents.

Section 4.05. The Borrower shall take all actions which shall be necessary on its part to enable the State to perform its obligations under the Project Agreement and shall not take or permit any action which would interfere with the performance of such obligations.

Section 4.06. (a) In relation to the Project, the Borrower shall exercise its rights under the financing arrangements with the State pursuant to Section 3.01 of this Loan Agreement in such a manner as to protect the interests of the Borrower and ADB and to accomplish the purposes of the Loan.

(b) In relation to the Project, no rights or obligations under such financing arrangements shall be assined, amended, abrogated or waived without prior notice to ADB.

ARTICLE-V

Effectiveness

Section 5.01. A date 90 days after the date of this Loan Agreement is specified for the effectiveness of this Loan Agreement for the purposes of Section 10.04 of the Loan Regulations.

ARTICLE-VI**Miscellaneous**

Section 6.01. The Secretary, Additional Secretary, Joint Secretary, Director or Deputy Secretary in the Department of Economic Affairs, Ministry of Finance of the Borrower is designated as representative of the Borrower for the purposes of Section 12.02 of the Loan Regulations.

Section 6.02. The following addresses are specified for the purposes of Section 12.01 of the Loan Regulations :

For the Borrower

The Secretary to the Government of India
Department of Economic Affairs
Ministry of Finance
North Block
New Delhi -110001, India

Facsimile Numbers :

(9111) 2309-2477
(9111) 2309-2511.

For ADB

Asian Development Bank
6 ADB Avenue
Mandaluyong City
1550 Metro Manila
Philippines

Facsimile Numbers :

(632) 636-2444
(632) 636-2338.

IN WITNESS WHEREOF the parties hereto, acting through their representatives thereunto duly authorized, have caused this Loan Agreement to be signed in their respective names as of the day and year first above written and to be delivered at the principal office of ADB.

INDIA

By _____
VENU RAJAMONY

Joint Secretary (MI)
Department of Economic Affairs.

ASIAN DEVELOPMENT BANK

By _____
HUN KIM
Country Director.

SCHEDULE-1**Description of the Project**

1. The objective of the Investment Program and the Project is to improve urban services in the cities of Guwahati and Dibrugarh to the standards set by the State.
2. The Project comprises the following components as described in greater detail in the PFR :
 - (i) Water supply : phase 1 of a scheme to supply south-east Guwahati with water from the Brahmaputra river, comprising construction of water intake and water diversion structures, a water treatment facility, water transmission systems and service reservoirs;
 - (ii) Drainage improvement : phase 1 of a scheme to rehabilitate the town protection drain in Dibrugarh, comprising construction of drains and diversion channels; reconstruction of road culverts, flood relief culverts, bridges and sluice gate; and wire fencing;
 - (iii) Solid waste management infrastructure : establishment of a solid waste management system in Dibrugarh, comprising (a) supply of equipment and vehicles to strengthen waste collection and waste transport systems; (b) construction and equipping of a vehicle and equipment repair and storage facility; (c) design, construction and operation of a solid waste treatment and disposal facility; (d) establishment of a recycling center; (e) development of a management information system for solid waste management; and (f) institutional strengthening and facilitation of community information and participation in relation to solid waste disposal; and
 - (iv) Implementation support : capacity building and implementation support, comprising Consulting Services to raise community awareness, to monitor Project and Investment Program performance, to design and supervise construction of Subprojects, conduct feasibility and detailed design of the proposed BRT Subproject, related capacity building and training and community-based activities.
3. The Project will include the Consulting Services under paragraph 3(iv) above.
4. The Project is expected to be completed by 31 December 2017.

SCHEDULE-2
Amortization Schedule
(Assam Urban Infrastructure Investment Program-Project 1)

1. The following table sets forth the Principal Payment Dates of the Loan and the percentage of the total principal amount of the Loan payable on each Principal Payment Date (Installment Share). If the proceeds of the Loan shall have been fully withdrawn as of the first Principal Payment Date, the principal amount of the Loan repayable by the Borrower on each Principal Payment Date shall be determined by ADB by multiplying: (a) the total principal amount of the Loan withdrawn and outstanding as of the first Principal Payment Date; by (b) the Installment Share for each Principal Payment Date, such repayment amount to be adjusted, as necessary, to deduct any amounts referred to in paragraph 4 of this Schedule, to which a Currency Conversion applies.

<u>Date Payment Due</u>	<u>Installment Share</u>
(Expressed as a % based on 10% annuity)	
15 March 2017	0.827816
15 September 2017	0.869207
15 March 2018	0.912667
15 September 2018	0.958301
15 March 2019	1.006216
15 September 2019	1.056526
15 March 2020	1.109353
15 September 2020	1.164820
15 March 2021	1.223061
15 September 2021	1.284214
15 March 2022	1.348425
15 September 2022	1.415846
15 March 2023	1.486639
15 September 2023	1.560971
15 March 2024	1.639019
15 September 2024	1.720970
15 March 2025	1.807019
15 September 2025	1.897369
15 March 2026	1.992238
15 September 2026	2.091850
15 March 2027	2.196442
15 September 2027	2.306264
15 March 2028	2.421578
15 September 2028	2.542657

SCHEDULE-2

<u>Date Payment Due</u>	<u>Installment Share</u> (Expressed as a % based on 10% annuity)
15 March 2029	2.669789
15 September 2029	2.80.3279
15 March 2030	2.943443
15 September 2030	3.090615
15 March 2031	3.245146
15 September 2031	3.407403
15 March 2032	3.577773
15 September 2032	3.756662
15 March 2033	3.944495
15 September 2033	4.141720
15 March 2034	4.348806
15 September 2034	4.566246
15 March 2035	4.794558
15 September 2035	5.034286
15 March 2036	5.286000
15 September 2036	5.550311
Total	100.000000

1. If the proceeds of the Loan shall not have been fully withdrawn as of the first Principal Payment Date, the principal amount of the Loan repayable by the Borrower on each Principal Payment Date shall be determined as follows :
 - (a) To the extent that any proceeds of the Loan shall have been withdrawn as of the first Principal Payment Date, the Borrower shall repay the amount withdrawn and outstanding as of such date in accordance with paragraph 1 of this Schedule.
 - (b) Any withdrawal made after the first Principal Payment Date shall be repaid on each Principal Payment Date falling after the date of such withdrawal in amounts determined by ADB by multiplying the amount of each such withdrawal by a fraction, the numerator of which 'Shall be the original Installment Share specified in the table in paragraph 1 of this Schedule for said Principal Payment Date (the Original Installment Share) and the denominator of which shall be the sum of all remaining Original Installment Shares for Principal Payment Dates falling on or after such date, such repayment amounts to be adjusted, as necessary, to deduct any amounts referred to in paragraph 4 of this Schedule, to Which a Currency Conversion applies.
3. Withdrawals made within two calendar months prior to any Principal Payment Date

SCHEDULE-2

shall, for the purposes solely of calculating the principal amounts payable on any Principal Payment Date, be treated as withdrawn and outstanding on the second Principal Payment Date following the date of withdrawal and shall be repayable on each Principal Payment Date commencing with the second Principal Payment Date following the date of withdrawal.

4. Notwithstanding the provisions of paragraphs 1 and 2 of this Schedule, upon a Currency Conversion of all or any portion of the withdrawn principal amount of the Loan to an Approved Currency, the amount so converted in said Approved Currency that shall be repayable on any Principal Payment Date occurring during the Conversion Period, shall be determined by ADB by multiplying such amount in its currency of denomination immediately prior to said Conversion by either: (i) the exchange rate that reflects the amounts of principal in said Approved Currency payable by ADB under the Currency Hedge Transaction relating to said Conversion; or (ii) if ADB so determines in accordance with the Conversion Guidelines, the exchange rate component of the Screen Rate.
5. If the principal amount of the Loan withdrawn and outstanding from time to time shall be denominated in more than one Loan Currency, the provisions of this Schedule shall apply separately to the amount denominated in each Loan Currency, so as to produce a separate amortization schedule for each such amount.

SCHEDULE-3**Allocation and Withdrawal of Loan Proceeds****General**

1. The table attached to this Schedule sets forth the Categories of items of expenditure to be financed out of the proceeds of the Loan and the allocation of the Loan proceeds to each such Category ("Table"). (Reference to "Category" in this Schedule is to a Category or Subcategory of the Table).

Percentages of ADB Financing

2. Except as ADB may otherwise agree, each item of expenditure shall be financed out of the proceeds of the Loan on the basis of the percentages set forth in the Table.

Reallocation

3. Notwithstanding the allocation of Loan proceeds and the withdrawal percentages set forth in the Table,

- (a) if the amount of the Loan allocated to any Category appears to be insufficient to finance all agreed expenditures in that Category, ADB may, by notice to the Borrower, (i) reallocate to such Category, to the extent required to meet the estimated shortfall, amounts of the Loan which have been allocated to another Category but, in the opinion of ADB, are not needed to meet other expenditures, and (ii) if such reallocation cannot fully meet the estimated shortfall, reduce the withdrawal percentage applicable to such expenditures in order that further withdrawals under such Category may continue until all expenditures thereunder shall have been made; and
- (b) if the amount of the Loan allocated to any Category appears to exceed all agreed expenditures in that Category, ADB may, by notice to the Borrower, reallocate such excess amount to any other Category.

Disbursement Procedures

4. Except as ADB may otherwise agree, the Loan proceeds shall be disbursed in accordance with the Loan Disbursement Handbook.

Imprest Account and Statement of Expenditures

5. (a) Except as ADB may otherwise agree, the Borrower may establish, and cause to be established, immediately after the Effective Date, (i) a first generation imprest account at the Reserve Bank of India, and (ii) a second generation imprest account

SCHEDULE-3

for the PMU at a commercial bank acceptable to ADB (collectively, imprest accounts). The imprest accounts shall be established, managed, replenished and liquidated in accordance with ADB's Loan Disbursement Handbook, and detailed arrangements agreed upon between the Borrower and ADB. The imprest accounts shall only be used for the purposes of the Project. The currency of the first generation imprest account shall be the Dollar, and the currency of the second generation imprest accounts shall be the Rupee. The aggregate amount to be deposited into the imprest accounts shall not exceed the lower of (i) the estimated expenditure to be financed from the imprest accounts for the first 6 months of Project implementation, or (ii) the equivalent of 10% of the Loan amount.

(b) The statement of expenditures procedure may be used for reimbursement of eligible expenditures and to liquidate advances provided into the imprest accounts, in accordance with the Loan Disbursement Handbook and detailed arrangements agreed upon between the Borrower and ADB. Any individual payment to be reimbursed or liquidate under the statement of expenditures procedure shall not exceed the equivalent of \$100,000.

Retroactive Financing

6. Withdrawals from the Loan Account may be made for reimbursement of eligible expenditures incurred under the Project before the Effective Date, but not earlier than 12 months before the date of this Loan Agreement, subject to a maximum amount equivalent to 20% of the Loan amount.

ATTACHMENT TO SCHEDULE-3**TABLE**

ALLOCATION AND WITHDRAWAL OF LOAN PROCEEDS (Assam Urban Infrastructure Investment Program - Project 1)				
Category			ADB FINANCING	
Number	Item	Total Amount Allocated for ADB Financing (\$) Category	Subcategory	Percentage and Basis for Withdrawal from the Loan Account
1	Urban Infrastructure Improvement	61,500,000		
1A	Civil Works		59,900,000	77.4 percent of total expenditure claimed
1B	Equipment		1,600,000	77.4 percent of total expenditure claimed
2	Capacity Development and Implementation Support	14,800,000		
2A	Incremental Administration		2,000,000	50 percent of total expenditure claimed
2B	Preparation and Implementation Assistance		12,800,000	100 percent of total expenditure claimed*
3	Unallocated	4,700,000		
	Total	81,000,000		

*Exclusive of taxes and duties imposed within the territory of the Borrower

SCHEDULE-4**Procurement of Goods, Works and Consulting Services****General**

1. The procurement of Goods, Works and Consulting Services shall be subject to and governed by the Procurement Guidelines, and the Consulting Guidelines, respectively.
2. All terms used in this Schedule and not otherwise defined in this Loan Agreement have the meanings provided in the Procurement Guidelines and/or the Consulting Guidelines, as applicable.

Goods and Works

3. Except as ADB may otherwise agree, Goods and Works shall only be procured on the basis of the methods of procurement set forth below:
 - (a) International Competitive Bidding; and (b) National Competitive Bidding.
4. The methods of procurement are subject to, among other things, the detailed arrangements and threshold values set forth in the Procurement Plan. The Borrower may only modify the methods of procurement or threshold values with the prior agreement of ADB, and modifications must be set out in updates to the Procurement Plan.

National Competitive Bidding

5. Since the State's standard bidding documents and procurement procedures, as used for national competitive bidding (civil works/goods) under the previous ADB Loan No. 2684, Assam Integrated Flood and Riverbank Erosion Risk Management Investment Program - Project 1, were reviewed by ADB and the Project Executing Agency, and with certain modifications found consistent with ADB requirements, ADB and the Borrower agree that these standard documents and procedures shall also apply to national competitive bidding Procedures under the Project as reflected in the Procurement Plan. Any subsequent change to the agreed modifications and clarifications shall become effective only after approval of such change by the Borrower and ADB.

Conditions for Award of Contract

6. The State shall not award any Works contract for a Subproject which involves environmental impacts until the State has incorporated the relevant provisions from the relevant EMP into the Works contract.
7. The State shall not award any Works contract involving involuntary resettlement impacts for a Subproject until the Borrower has prepared and submitted to ADB the final RP based on the Subprojects detailed design, and obtained ADB's clearance of such RP.

SCHEDULE-4**Selection of Consulting Services**

8. Except as ADB may otherwise agree, and except as set forth in the paragraph below, the State shall apply quality- and cost-based selection for selecting and engaging Consulting Services.
9. The State shall apply quality-based selection methods for selecting and engaging the Consulting Services from NGOs as indicated in the FAM, in accordance with, among other things, the procedures set forth in the Procurement Plan.

Industrial or Intellectual Property Rights

10. (a) The State shall ensure that all Goods and Works procured (including without limitation all computer hardware, software and systems, whether separately procured or incorporated within other goods and services procured) do not violate or infringe any industrial property or intellectual property right or claim of any third party.
(b) The State shall ensure that all contracts for the procurement of Goods and Works contain appropriate representations, warranties and, if appropriate, indemnities from the contractor or supplier with respect to the matters referred to in subparagraph (a) of this paragraph.
11. The State shall ensure that all ADB-financed contracts with consultants contain appropriate representations, warranties and, if appropriate, indemnities from the consultants to ensure that the Consulting Services provided do not violate or infringe any industrial property or intellectual property right or claim of any third party.

ADB's Review of Procurement Decisions

12. Contracts procured under international competitive bidding and national competitive bidding procedures and contracts for Consulting Services shall be subject to prior review by ADB, unless otherwise agreed between the Borrower and ADB and set forth in the Procurement Plan.

SCHEDULE-5**Execution of Project; Financial Matters****Implementation Arrangements**

1. The Borrower and the State shall ensure that the Project is implemented in accordance with the detailed arrangements set forth in the FAM. Any subsequent change to the FAM shall become effective only after approval of such change by the Borrower and ADB. In the event of any discrepancy between the FAM and this Loan Agreement, the provisions of this Loan Agreement shall prevail.
2. The State shall ensure that the PMU and the PIUs employ sufficient staff for the duration of the Investment Program with adequate and relevant expertise in the field of project management, financial management, engineering, construction supervision, procurement, construction and equipment inspection and testing, and environmental and social safeguards implementation. The State shall keep the PMU and the PIUs equipped with the necessary office space, facilities, equipment, support staff and management information systems for the entire duration of the Investment Program. The Borrower and the State shall endeavor to assign the same persons to key positions in the PMU and the PIUs for periods of at least three consecutive years.
3. The Borrower shall cause the State to ensure that the anticorruption provisions acceptable to ADB are included in all bidding documents and contracts, including provisions specifying the right of ADB to audit and examine the records and accounts of the executing and implementing agencies and all contractors, suppliers, consultants, and other service providers as they relate to the Project. The Borrower, the State and the implementing agencies shall allow and assist ADB's representatives to carry out random spot checks on the work in progress and the utilization of funds for the Project.

Counterpart Support

4. The Borrower shall cause the State to provide all counterpart funds, land and facilities required for timely and effective implementation of the Project, including, without limitation, any funds required' (a) to meet any shortfall between cost and revenues for the operation and maintenance of the facilities created or rehabilitated under the Project, (b) to mitigate unforeseen environmental and social impacts, and (c) to meet additional costs arising from design changes, price escalation in construction costs and/or unforeseen circumstances. The Borrower shall cause the State to make the resources thus required available on an annual basis for each fascicular.

Selection Criteria and Approval Process for Subprojects

5. The Borrower shall cause the State to ensure that all Subprojects are selected and approved in accordance with the selection criteria and approval process stipulated in Schedule 4 to the FFA.
6. The Borrower shall cause the State to ensure that all documents forming the basis for screening, selection and processing of Subprojects are made available to ADB upon

SCHEDULE-5

request and are kept available for such purposes for a minimum period of five years from the date of the project completion report for the Project.

7. The State shall ensure that Works for sewerage, water supply pipe laying, and drainage in all Subprojects are synchronized, as appropriate.
8. The State shall analyze the recommendations made by consultants under the TA for the Investment Program, and agree with ADB on the extent and manner of implementation.

Institutional Reforms and Sustainability.

9. The State shall ensure that water, sewerage, and solid waste tariffs in the State are established in accordance with applicable State policies. The State shall ensure (a) that the water tariff collection rate in the cities of Guwahati and Dibrugarh shall be at or above the level of 90% by 2017; (b) that at least 90% of the total population of Guwahati is connected to a piped water supply system and 100% of the connected customers in Guwahati are metered upon completion of the water supply Subproject; and (c) for the urban solid waste management Subproject, that user charges are applied to cover at least 25% of operation and maintenance costs within 2 years of Subproject completion.
10. The Borrower and the State shall ensure timely adoption and implementation of a water tariff revision road map and plan to ensure that by end 2017 the water tariff level is sufficient to cover substantive to full operation and maintenance of the water supply operations and shall include updates on the progress of implementation in its quarterly progress reports to ADB. The detailed tariff revision road map and plan shall set out key milestones for the introduction of the revised water tariffs to try meeting full O & M costs, sewerage fees, and solid waste management user charges in Guwahati and Dibrugarh by end 2017. The detailed tariff revision road map and plan will be submitted to ADB within 18 months following signing of the Loan Agreement.
11. As part of the solid waste management Subproject described in paragraph 2 (iii) of Schedule 1 to this Loan Agreement, the State shall use its best efforts to ensure that a system for house-to-house collection of solid waste is implemented in Dibrugarh with coverage of 100% of households.
12. The State shall ensure that the Guwahati Metropolitan Water Supply and Sewerage Board undertakes all reasonable efforts to connect households to the sewerage facilities once the sewerage treatment plant and sewer networks in Guwahati are completed.
13. The State shall ensure that the concerned staff in Guwahati and Dibrugarh responsible to the related ULB shall be trained by the contractors in O&M of Subproject facilities. In this regard, the PMU and PIUs shall ensure that an O&M plan will be developed for each subsector. The O&M plan will also assess additional human and financial resources required by each ULB/appropriate authority for smooth hand-over of Subproject facilities.

SCHEDULE-5**Environment**

14. The Borrower shall cause the State to ensure that the preparation, design, construction, implementation, operation and decommissioning of each Subproject comply with (a) all applicable laws and regulations of the Borrower relating to environment, health, and safety; (b) the Environmental Safeguards; (c) the EARF; and (d) all measures and requirements set forth in the relevant IEE and EMP, and any corrective or preventative actions set forth in a Safeguards Monitoring Report.

Land Acquisition and Involuntary Resettlement

15. The Borrower shall cause the State to ensure that all land and all rights-of-way required for a Subproject are made available to the Works contractor in accordance with the schedule agreed under the related Works contract and all land acquisition and resettlement activities are implemented in compliance with (a) all applicable laws and regulations of the Borrower relating to land acquisition and involuntary resettlement; (b) the Involuntary Resettlement Safeguards; (c) the RF; and (d) all measures and requirements set forth in the relevant RP, and any corrective or preventative actions set forth in a Safeguards Monitoring Report.
16. Without limiting the application of the Involuntary Resettlement Safeguards, the RF or the relevant RP, the Borrower shall cause the State to ensure that no physical or economic displacement takes place in connection with the Subprojects until :
 - (a) compensation and other entitlements have been provided to affected people in accordance with the relevant RP; and
 - (b) a comprehensive income and livelihood restoration program has been established in accordance with the relevant RP.

Indigenous Peoples

17. The Borrower shall cause the State to ensure that the Project does not have any impact on indigenous peoples within the meaning of the Safeguard Policy Statement. In the event that the Project does have any such impact, the Borrower shall ensure or cause the State to ensure that the preparation, design, construction, implementation and operation of the relevant Subproject(s) comply with (a) all applicable laws and regulations of the Borrower relating to Indigenous peoples; (b) the Indigenous Peoples Safeguards; (c) the IPPF; and (d) all measures and requirements set forth in the relevant IPP, and any corrective or preventative actions set forth in a Safeguards Monitoring Report.

Human and Financial Resources to Implement Safeguards Requirements

18. The Borrower shall cause the State to make available necessary budgetary and human resources to fully implement the EMPS, the RPs and any IPP.

SCHEDULE-5**Safeguards - Related Provisions in Bidding Documents and Works Contracts**

19. The Borrower shall cause the State to ensure that all bidding documents and contracts for Works contain provisions that require contractors to :

- (a) comply with the measures and requirements relevant to the contractor set forth in the IEEs, the EMPs, the RPs and any IPP (to the extent they concern impacts on affected people during construction), and any corrective or preventative actions set out in a Safeguards Monitoring Report;
- (b) make available a budget for all such environmental and social measures;
- (c) provide the PMU with a written notice of any unanticipated environmental, resettlement or indigenous peoples risks or impacts that arise during construction, implementation or operation of the Project that were not considered in the IEEs, the EMPs, the RPs or any IPP;
- (d) adequately record the condition of roads, agricultural land and other infrastructure prior to starting to transport materials and construction; and
- (e) fully reinstate pathways, other local infrastructure and agricultural land to at least their pre-project condition upon the completion of construction.

Safeguards Monitoring and Reporting

20. The Borrower shall cause the State to do the following :

- (a) submit semiannual Safeguards Monitoring Reports to ADB and disclose relevant information from such reports to affected persons promptly upon submission;
- (b) if any unanticipated environmental and/or social risks and impacts arise during construction, implementation or operation of the Project that were not considered in the IEEs, the EMPs, the RPs or any IPP, promptly inform ADB of the occurrence of such risks or impacts, with detailed description of the event and proposed corrective action plan; and
- (c) report any breach of compliance with the measures and requirements set forth in the EMPs, the RPs or any IPP promptly after becoming aware of the breach.

Prohibited List of Investments

21. The Borrower shall ensure or cause the State to ensure that no proceeds of the Loan are used to finance any activity included in the list of prohibited investment activities provided in Appendix 5 of the SPS.

Gender

22. The Borrower shall cause the State to ensure that it implements the GAP in a timely manner over the entire Investment Program period, and that adequate resources are

SCHEDULE-5

allocated for this purpose. In particular, the Borrower and the State shall ensure that the targets stated in the GAP are achieved. The State shall conduct training on GAP implementation for all staff involved in the Investment Program. The State shall ensure that implementation of the GAP is closely monitored, and progress is reported to ADB.

Labor Standards

23. The Borrower shall cause the State to ensure that Works contracts follow all applicable labor laws of the Borrower and the State and that these further include provisions to the effect that contractors (I) carry out HIV/AIDS awareness programs for labor and disseminate information at worksites on risks of sexually transmitted diseases and HIV/AIDS as part of health and safety measures for those employed during construction; (ii) follow and implement all statutory provisions on labor (including not employing or using children as labor, equal pay for equal work), health, safety, welfare, sanitation, and working conditions; and (iii) maximize employment of women and local poor and disadvantaged persons for construction purposes, provided that the requirements for efficiency are adequately met. Such contracts shall also include clauses for termination in case of any breach of the stated provisions by the contractors.

Preparation of Bus Rapid Transport (BRT) Subproject

24. No later than six months after the Effective Date, the State shall establish a special purpose vehicle (SPV) for purposes of the BRT Subproject in accordance with the relevant provisions of the FFA and the FAM. The Borrower and the State shall ensure that the SPV prepares the BRT Subproject in accordance with detailed business and operational plans prepared in consultation with ADB on the basis of the recommendations of the relevant consultants. The Borrower and the State shall ensure that (i) the SPV has the capacity to construct, own and operate mass transit systems in Guwahati; (ii) the SPV is sufficiently equipped with office space, facilities and motivated personnel with sufficient expertise and experience in areas relevant to the SPV's proposed business operations (including, without limitation, business management, mass transit system operation and maintenance, financial management and accounting, and marketing); and (iii) the SPV maintains financial ratios that safeguard the economic Viability and financial sustainability of its operations.
25. The Borrower and the State shall explore soliciting from other aid agencies and/or private sector entities proposals for proposed cofinancing of the BRT Subproject in a timely manner. The Borrower and the State shall provide ADB with an opportunity to comment on any resulting cofinancing proposals, and shall take into account ADB's views before, finalizing and implementing any such proposals.
26. The State shall ensure that the SPV sets its service charges at a level (i) that is sufficient for substantive recovery of maintenance O&M costs from one year after the date that the BRT Subproject has become operational, and (ii) that permits the SPV to maintain a ratio of total operating expenses to total operating revenue not higher than 80% from three years after the date that the BRT Subproject has become operational.

SCHEDULE-5

27. The Borrower and the State shall develop and adopt an appropriate legal, regulatory and institutional framework for the operation of the BRT Subproject, with due regard for the recommendations of the relevant consultants and ADB's views on the matter.

Development coordination

28. The Borrower and the State shall keep ADB informed of discussions with other multilateral, bilateral and national aid agencies that may have implications for the implementation of the Investment Program, including, without limitation, Jawaharlal Nehru National Urban Renewal Mission (JNNURM) and Japan International cooperation Agency (JICA). The Borrower and the State shall provide ADB with an opportunity to comment on any resulting policy reform and/or investment proposals, and shall take into account ADB's views before finalizing and implementing any such proposals.

Grievance Redress and Project Website

29. Within 3 months after the Effective Date, the State shall ensure that the PMU has established a dedicated website for the Project, i.e. a Project website. The State shall announce the Project and business opportunities associated with the Project on the Project website. In addition, the website shall disclose, at a minimum, the following information in relation to goods and services procured for the Project: (i) the list of participating bidders, (ii) the name of the winning bidder, (iii) the amount of the contracts awarded, and (iv) the goods and services procured.
30. The State, through the PMU and through independent auditors, shall conduct periodic inspections and random spot checks of contractors' activities related to fund withdrawals and settlements.
31. Towards smooth implementation of the Project, the Borrower shall cause the State to ensure that grievance(s) if any from stakeholders, relating to subproject implementation or use of funds are addressed effectively and efficiently.

ANNEXURE-III

**GOVERNMENT OF ASSAM
Guwahati Development Department
Dispur :: Guwahati – 781006.**

MEMORANDUM OF ASSOCIATION

of

ASSAM URBAN INFRASTRUCTURE DEVELOPMENT

&

**MANAGEMENT AGENCY
(AUIDMA)**

ASSAM URBAN INFRASTRUCTURE DEVELOPMENT & MANAGEMENT AGENCY
(AUIDMA)

PART A:

INTRODUCTION TO MEMORANDUM OF ASSOCIATION

1. Preamble :

- 1.1.** The rapid urbanization in the State has been the source of tremendous pressure on the scarce land resource of Assam particularly, when substantial land mass in Brahmaputra valley is being lost annually due to erosion by the River Brahmaputra. Thus massive investments are required to be made through various sources including Externally Aided Agencies/PPP and own resources to develop and manage Urban Infrastructure.
- 1.2.** As part of such policy Government of Assam is implementing the Assam Urban Infrastructure Investment Program (AUIIP) through the Multitranche Financing Facility of Asian Development Bank (ADB) and undertaken long term sustainable infrastructural initiatives in Water Supply, Drainage and Solid Waste Management in selected productive cities¹² Guwahati and Dibrugarh, Assam. This would definitely improve the infrastructural deficiencies to certain extent facilitating improved quality of life for the residents of the cities.
- 1.3.** Under AUIIP, the targeted population will have an access to 24x7 water supply, improved drainage system and better waste management with an overall output of improvement of the urban environment, improved urban infrastructural facilities and better quality of life.
- 1.4.** The Government of Assam, after having given their most careful consideration, is of opinion that the objectives set out above and for other Urban Infrastructural Development Projects would be best achieved by constituting a Special Purpose Vehicle (SPV) by the name of Assam Urban Infrastructure Development & Management Agency (AUIDMA). The actual administration of the affairs as well as the funds of the Agency are to be entrusted to a Governing Body constituted according to the Rules of Business of the AUIDMA which will be a Registered Society under the Registration of Societies Act (Act XXI of 1860). The functions of the Agency are discharged and managed by the Executive Committee of the Agency. This Committee will report to the Governing Body in order to ensure the SPV will discharge its roles and responsibilities as entrusted by the State Government.

2. Objectives of the AUIDMA:

In order to manage and supervise the Asian Development Bank (ADB) funded AUIIP and any other Projects as entrusted from time to time, it is essential that the AUIDMA shall-

- 2.1. Act as a multi-disciplinary Special Purpose Vehicle (SPV) for the sole purpose of development and management of urban infrastructure in Assam scientifically.
- 2.2. Manage the AUIIP with autonomy to implement and manage intended integration and better coordination of multiple tasks, roles and responsibilities catering to Scientific sustainable development.
- 2.3. Act as an agency to develop and manage a multi-disciplinary Project Management Unit (PMU) within SPV to assist in implementation and better management of the Project(s).
- 2.4. Establish effective mechanism to ensure strengthening and establishment of institutional structure with due provisions for execution of non-structural measures to contribute towards long term sustainability of the investments.
- 2.5. Ensure strong oversight to ensure that the envisaged policy and institutional actions recommended and approved and duly implemented with necessary assistance and cooperation from all stakeholders to encourage progressive improvements in their performances.
- 2.6. Act as holistic entity approach towards staffing including stable institutional leadership in technical and non-technical functions and financial management.
- 2.7. Autonomous entity to facilitate expeditious decision making in sanction and release of fund and also accountable for all such decisions in the interest of development and management of urban infrastructure in Assam.

3. Establishment of a Special Purpose Vehicle (SPV):

- 3.1 AUIIP requires sustainable and successful amalgamation of structural and non-structural interventions and effective management in context to implementation with stakeholder participation, transparency and accountability, social and environmental safeguards and sound financial management.
- 3.2 Looking at the past experience, the progress of the ADB funded AUIIP is tardy. Visiting Missions of ADB have been recommending for more autonomy and institutional mechanism for expeditious decision making and effective monitoring of the Project.
- 3.3 In addition and to address this and in recognition of the fact that the project is cross-sectoral in nature demanding sound team work towards capacity development across different line departments of Government of Assam, an institutional framework such as SPV is very much required that can make possible attainment of such multi-disciplinary functions under strong and stable leadership with effective oversight and guidance from Government of Assam. In addition to the requirement of interdepartmental coordination and cooperation, successful project implementation would require operationalization of structured water supply, systematic waste management and improved drainage measures along with non-traditional functions.
- 3.4 Further, in a meeting held on 30th September, 2015, Deputy Director General, Asian Development Bank and Chief Secretary, Government of Assam it was felt that a Special Purpose Vehicle (SPV) be established and registered under the Registration of Societies Act, 1860.

3.5 Accordingly it is now proposed to establish a SPV which may be called Assam Urban Infrastructure Development & Management Agency (AUIDMA), duly registered as a Society under the Registration of Societies Act 1860. This Society would act as PMU for AUIIP funded by ADB and also any other EAP/ Project/Scheme as and when entrusted by the State Government of Assam from time to time. This Society shall discharge the responsibility of sanctioning, approving, implementing and monitoring the physical and financial progress of and also other Urban Infrastructure Development Projects taken up or to be taken up by the State Government financed or aided from time to time.

3.6 As regarding AUIIP, It is envisaged that AUIDMA will (1) Organize necessary resources and provide a multidisciplinary working environment for successful implementation of AUIIP in two (Guwahati & Dibrugarh) cities of Assam, (2) Manage & supervise comprehensive project activities with active involvement of all stakeholders viz., institutional, structural and non-structural components including community participation and (3) Coordinate activities among the related departments / agencies / stakeholders including State Government of Assam field offices, local governments and communities.

**ASSAM URBAN INFRASTRUCTURE DEVELOPMENT & MANAGEMENT AGENCY
(AUIDMA)**

PART B:

MEMORANDUM OF ASSOCIATION

- Title of the Society:** Assam Urban Infrastructure Development & Management Agency (SPV-AUIDMA).
- Registered Office Address:**

Office of the Project Director
Project Management Unit
3rd Floor, Tripti Tower, Near Hotel Ambarish,
Ganeshguri, Guwahati – 781005
Assam, India

- Area of Operation:** Throughout the state of Assam.

- Aims & Objectives:**

- Primary objective:** The primary aim and objective is to register a Society by the name of Assam Urban Infrastructure Development & Management Agency (AUIDMA) so as to promote scientific development and entrustment of Urban Infrastructure to the people of the State such as ADB funded AUIIP and other prestigious Projects / Schemes involving substantial financial investments.

- Secondary Objectives**

- 4.2.1. Facilitate sustainable interdepartmental co-operation, coordination and communication to integrate structural and non-structural measures relevant to Urban Infrastructure Development Projects in the State.
- 4.2.2. Proper, systematic and expeditious implementation and maintenance, operation and management of such infrastructures.
- 4.2.3. Provide an effective and decentralized mechanism to exercise the powers for the Government of Assam in sanctioning and releasing of funds to the Projects as per the relevant Rules of Business, Loan Agreements etc.

- Overall Functions of the Agency:**

- 5.1. To provide policy guidance on water, drainage and critical sectors of urban infrastructure, periodic review of implementation of the MOU signed with ADB by Government of India and Government of Assam and any other External funding agency;

- 5.2. To consider and accord approval of infrastructure projects based on the progress of projects as entrusted from time to time;
- 5.3. To coordinate with various State Govt. Departments and other partners in relevant activities;
- 5.4. To monitor and evaluate physical and financial performance and management of Water Supply, Sewerage and Drainage projects in particular along with all the Urban Infrastructure Development projects;
- 5.5. To arrange independent certification of the quality of construction and performance of various projects;
- 5.6. To integrate and operate communication and capacity building programs for water supply and other sector;
- 5.7. To create a duly empowered and enabled structure, stakeholders with various departments of the State Government / agencies as may be considered necessary for implementation.
- 5.8. To undertake all activities that may be necessary for implementation, in particular for the achievement of objectives mentioned above;
- 5.9. To establish an appropriate implementation, coordination and monitoring mechanisms at the state, district and subproject levels, and to delegate appropriate powers as may be necessary for implementation of the Project;
- 5.10. To take actions as recommended by the Supervision/Review Missions of the ADB or the funding Agencies or as directed by the state Government, as agreed by AUIDMA;
- 5.11. To create technical, administrative and other purely temporary posts in the Project Management Unit (PMU), including divisions and sub-divisions considered necessary for implementation of the ADB financed AUIIP pursuant to provisions in this regard in the Rules & Regulations of the Agency. The creation of such posts by the Agency, however, shall be as per specific recommendation of the ADB for AUIIP or for other entrusted projects as mandated by the Funding Agencies/Loan Agreement;
- 5.12. To make rules and regulations for the Agency consistent with the Memorandum of Association for implementation of AUIIP;
- 5.13. To accept grants of money, financial securities, endowment etc. consistent with the object of the externally aided projects; To accept grant-in-aid from the Govt. of Assam/ Govt. of India / any other source and donations or funds for the society;
- 5.14. To enter into contract agreement, purchase, hire, dispose through formal auction, take on lease, exchange or otherwise acquire property both movable and immovable, in pursuance of the objectives of the Agency and that of AUIIP for similar projects;
- 5.15. To make rules and regulations for managing the affairs of the society and any amendment thereto from time to time;

- 5.16. To create technical, administrative, managerial, academic posts and make recruitment in the society and to make payments according to the rules and regulations of the society to be funded by own resources;
- 5.17. To commit expenditure against funds received from Government or any other source in pursuance of the AUIIP and that of the Agency's objectives;
- 5.18. To organize trainings, meetings, conferences, policy review studies, workshop, exchange program, visits etc;
- 5.19. To enter into MOUs etc. with Central/State Government/Agencies in order to fulfill its objectives and strengthening development and management of urban infrastructure in Assam.
- 5.20. To approve Annual Action Plans of the Projects entrusted;
- 5.21. To maintain the accounts for program & support funds of the other related programs and carrying out the required audits for the accounts on timely basis;
- 5.22. To take all such actions, including those not mentioned above, as may be necessary for or incidental towards the achievement of the development objectives of the Agency and that of AUIIP;
- 5.23. Any other issues pertaining to development and management of Urban Infrastructure Development as entrusted by the State Government from time to time.

6. Use of Assets:

The income and property of the Agency, however derived, shall be applied towards promotion of the objectives as set out in the Memorandum of Association. Nevertheless, in respect of the expenditure of the grants made by the State Government, this will be subjected to such limitations the Government of Assam may from time to time impose. No portion of the income and property of the Agency shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise to the persons who at any time have been members of the Agency or to any of them or to any person claiming through them provided that nothing herein contained, shall prevent payment made as remuneration to any member thereof or other persons in return for any services rendered to the Agency.

7. Power of the State Government:

Notwithstanding anything contrary contained in the rules, the State Government may appoint one or more persons or assign the work to any of the Government nominee to review the work and progress of Agency and hold enquiries into the affairs thereof and report thereon, get the accounts of the society audited by the internal audit parties of the Chief controller of Accounts and issue directions as deemed appropriate, to the Agency. Upon receipt of such action and issue such directions as it may consider necessary in report of any of the matters dealt with in the report. The Agency shall be bound to carry out such directions from the Govt. of Assam. In addition the Govt. of Assam may issue directives of policy to the Agency consistent with ADB and other funding agencies as applicable and the Agency shall be bound to abide by the rules and regulations of the policy.

8. Dissolution:

The Agency may be dissolved by a resolution signed by not less than 60% of Members of the Agency after taking concurrence of the Govt. of Assam. In the event of winding up or dissolution of the Agency and after setting all debts and liabilities, assets shall be disposed of in such manner as the Govt. of Assam may determine.

9. Structure of the Agency:

The proposed structure of AUIDMA will comprise of:

- i) **A Governing Body (GB)** chaired by Chief Secretary to the Govt. of Assam. The responsibilities of the Governing Body will be as follows :
 - a) Policy guidance to the Executive Body for project implementation;
 - b) Guidance for coordination and cooperation with stakeholders and departments as required;
 - c) Approve annual work plans, annual reports and audit reports; and
 - d) Supervise the functions of the Executive Committee (EC), so as to facilitate project implementation, financial sanctions and subproject approvals, chaired by the Senior most Secretary Urban Development Department and Guwahati Development Department and drawing other members from different departments- Finance, Planning & Development, PWD, GMC, GJB etc. The Executive Body may Co-opt two more members drawing representative from Senior Officers of the concerned ULBs on rotation basis periodically as per the necessity.
- ii. AUIDMA will be **headed by a Chief Executive Officer (CEO)**. The CEO may act as Chief Executive Officer of Project Management Unit (PMU), AUIIP or similar other PMUs.
- iii. At the initial stage, the proposed agency will be provided with project implementation support through **Project Management Unit** in Guwahati and **two Project Implementation Units** one at Guwahati and the other at Dibrugarh. On the recommendation of Governing Body, State Government may decide, in the interest of the project implementation, to entrust the CEO, the job of Project Director of (PD) of AUIIP. Alternatively, if the complexity of the project demands a full-time PD, a separate officer may be appointed. In such case, the PD shall report to the CEO, AUIDMA.
- iv. ADB and other financial organization's sanctioned fund received from the Government of India will be provided to SPV routed through State Finance Department. Counterpart funding will be arranged by the Government of Assam.
- v. The Chief Executive Officer (CEO) of the agency should be a senior IAS Officer drawn from Assam State Cadre.

vi. project Director of PMU of AUIIP and other entrusted projects may preferably at the rank of Secretary or Joint Secretary, Government of Assam depending on the size, complexity and criticality of the projects.

vii. Audit by Accountant General (Audit), Assam is mandatory in addition to internal audit.

10. Certified Copy of Rules and Regulations of Agency:

A copy of the rules of the Agency is filed along with this Memorandum of Association of AUIDMA.

11. Composition of AUIDMA :

- i. Governing Body
- ii. Executive Committee

Governing Body : We, the undersigned persons, being the member of the Governing Body of the Society to whom the management of the affairs of the society is entrusted as required under Section 2 of the Registration of Societies Act, 1860 (Act XXI of 1860), having associated ourselves for the purpose described in this Memorandum of Association do hereby subscribe our names to this Memorandum and set our respective hands here unto and form ourselves into a Society under Registration of Societies Act, 1860 this day of , 2016 at Guwahati.

The Governing Body will comprise of following members:

Sl. no.	Official Designation, GoA	Designation on the Governing Body	Signature
1	Chief Secretary, Govt. of Assam	Chairperson	
2	Commissioner & Secretary, Guwahati Development Department/Urban Development Department.	Vice-Chairman	
3	Senior most Secretary, Planning & Development.	Member	
4	Senior most Secretary, Finance Department	Member	
5	Senior most Secretary, Transport Department.	Member	
6	Commissioner & Secretary, PWD (Roads)	Member	
7	Senior most Secretary, Water Resource Department.	Member	
8	Senior most Secretary, Revenue Department.	Member	
9	Project Director, AUIIP or any other Externally Aided Projects as entrusted by AUIDMA.	Member	
10	Chief Executive Officer, AUIDMA	Convenor	

Executive Committee:**The Executive Body will comprise of following members:**

Sl. no.	Official Designation, GoA	Designation on the Executive Body
1	Senior most Secretary, UDD and GDD	Chairperson
2	Commissioner & Secretary, UDD and GDD	Vice - Chairman
3	Commissioner & Secretary, Planning & Development or His representative (not below the rank of Secretary).	Member
4	Commissioner & Secretary, Finance Department or His representative (not below the rank of Secretary).	Member
5	Commissioner & Secretary, Transport Department or His representative (not below the rank of Secretary).	Member
6	Commissioner & Secretary, PWD (Roads) or His representative (not below the rank of Secretary).	Member
7	Commissioner & Secretary, Forests & Environment Department or His representative (not below the rank of Secretary).	Member
8	Commissioner & Secretary, Water Resource Department or His representative (not below the rank of Secretary).	Member
9	Commissioner & Secretary, Public Health Engineering Department or His representative (not below the rank of Secretary).	Member
10	Commissioner & Secretary, Revenue Department or His representative (not below the rank of Secretary).	Member
11	Commissioner, Guwahati Municipal Corporation	Member
12	CEO, GMDA	Member
13.	Managing Director, Guwahati Jal Board	Member
14.	Project Director, AUIIP or any other externally aided projects.	Member
15.	Chief Executive Officer, AUIDMA	Member Secretary

Witness:

Name:

Name :

Designation:

Designation :

Signature

Signature

Date :

Date :

ANNEXURE-IV

**GOVERNMENT OF ASSAM
Guwahati Development Department
Dispur :: Guwahati – 781006.**

RULES OF BUSINESS

of

ASSAM URBAN INFRASTRUCTURE DEVELOPMENT

&

**MANAGEMENT AGENCY
(AUIDMA)**

ASSAM URBAN INFRASTRUCTURE DEVELOPMENT &
MANAGEMENT AGENCY
(AUIDMA)

PART C:

RULES OF BUSINESS OF THE AGENCY

1. **Name of the Society:** The name of the Society shall be,

"Assam Urban Infrastructure Development & Management Agency (AUIDMA)".

2. **Short title, extent and commencement:**

- 2.1. The Rules of Business of the Assam Urban Infrastructure Development & Management Agency (AUIDMA) hereinafter referred to as **the Rules**.
- 2.2. The Rules shall come in to force from the date the Agency is registered under the Societies Registration Act 1860.
- 2.3. The Rules extend to all activities of the Agency.

3. **Definitions:**

- A. **AUIIP :** Assam Urban Infrastructure Investment Program.
- B. **Agency :** Assam Urban Infrastructure Development & Management Agency (AUIDMA) Society registered under Agency Act 1860.
- C. **GDD :** Guwahati Development Department, Government of Assam.
- D. **UDD :** Urban Development Department, Government of Assam.
- E. **AUIDMA :** Assam Urban Infrastructure Development & Management Agency.
- F. **EAP :** Externally Aided Project.
- G. **Chairperson:** the Chairperson of the Governing Body or the Executive Committee of the Agency.
- H. **Vice Chairperson:** the Deputy or Vice Chairperson of the Governing Board of the Agency.
- I. **President:** President of the Executive Committee.
- J. **Vice President:** Vice President of the Executive Committee.

K. **EA :** Executing Agency i.e. AUIDMA.

L. **EC:** Executive Committee of the AUIDMA.

M. **Finance Department:** Finance Department, Government of Assam.

N. **GB:** Governing Body of the AUIDMA.

O. **Government:** Government of Assam.,

P. **Member Secretary:** Member Secretary of GB or EC.

Q. **PMU:** Project Management Unit of the Agency headed by the Project Director.

R. **Officers and Staffs:** the officers and staff part time or full time of the AUIDMA.

S. **GoA :** Government of Assam.

T. **SPV:** Special Purpose Vehicle, i.e., Assam Urban Infrastructure Development & Management Agency (AUIDMA) set up for overall implementation and monitoring of the Assam Urban Infrastructure Investment Program (AUIIP) and any other project/scheme entrusted by the competent authority from time to time.

U. **PIUs:** Project Implementation Unit(s) under the direct administrative control of PMU for the subproject implementation or under any Externally Aided Project entrusted to AUIDMA.

V. **GoI :** Government of India .

W. **FY :** Financial Year.

X. **AWP :** Annual Work Plan.

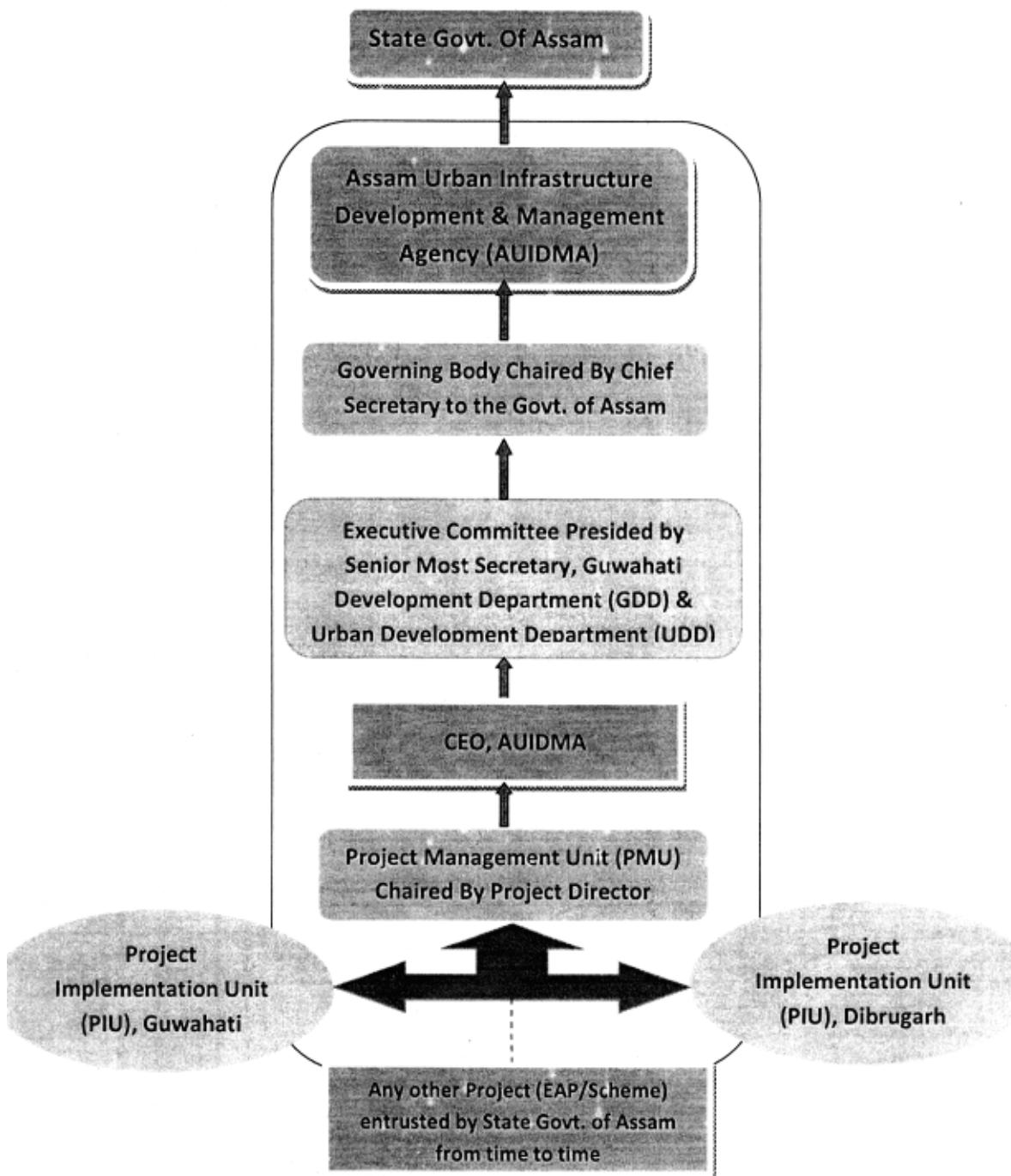
Y. **AA :** Administrative Approval.

Z. **PD :** Project Director.

4. Structure of Proposed SPV:

Assam Urban Infrastructure Development & Management Agency (AUIDMA)

The overall organization structure of the Agency including functional relationship as depicted below.



Depending on the situation, the ongoing or new project related to Urban Infrastructure in the State under existing/proposed entities created by legislation/Government notifications may be brought under the overall coordination ambit of AUIDMA to pursue the objectives of the Society.

(i) Validation:

The Agency shall function notwithstanding any vacancy in any of its bodies and no act, direction or proceeding of the Agency shall be invalid by reason of such vacancy.

(ii) Remuneration of Chairperson and members:

The Chairperson or any official member of the Agency (Governing Body and Executive Committee) shall not be entitled to any fee, allowance or other remuneration from the Agency (AUIDMA).

5. Governing Body:

The general direction and control of the affairs of the Society and of its income and property, movable or immovable, shall be vested in the Governing Body.

5.1. Term of members of the Governing Body:

Term of the members of the Governing Body will be co-terminus with their tenure in the specified appointment in the Government and they are not eligible to resignation.

5.2. Powers & Functions of GB :

The power and functions of the GB shall be as detailed hereunder:

- 5.2.1. To give overall policy guidance and directions for the efficient functioning of the AUIDMA and overall supervision through periodical reviews.
- 5.2.2. To cause action for interdepartmental co-ordination and co-operation including all stakeholders at community level.
- 5.2.3. To consider annual work plan and budget of the Agency.
- 5.2.4. To consider annual reports and approval of the same.
- 5.2.5. To consider the balance sheet and approval of the same.
- 5.2.6. To amend the Rule of Business of the AUIDMA as and when feels necessary.
- 5.2.7. To monitor and guide the functions of the Executive Committee.
- 5.2.8. Governing Body is the sole authority of the Agency and is vested with the full powers and responsibilities of the Agency. Further, in the interest of furthering objectives of the Agency, for

expeditions implementation and administrative convenience, GB can delegate its power to the Executive Body, and other office-bearers and can lay down the detailed responsibilities, powers and functions to them from time to time.

5.2.9. Consider and recommend to the State Government to suggest changes in the implementation structure of the ongoing/new urban infrastructure projects under the existing/new entities created by legislation/Government notification in order to streamline and improve the systems for overall betterment and gainful use of resources.

5.3. Meeting Procedures of the GB :

5.3.1. The GB will normally meet twice in a year, or hold minimum of 1 meeting in a financial year as determined by the Chairperson and notified giving 7 days notice by the Convener. The Chairperson at his/her discretion may call for an extraordinary meeting or emergency meeting as and when required.

5.3.2. All business of the GB will be recorded as proceedings of the Agency and shall be the basis for any transaction and business of the Agency.

5.3.3. All disputed issues shall be determined by the majority votes. Each member shall have one vote and in case of tie the Chairperson shall have a second casting vote.

5.3.4. The proceedings of the meeting shall be circulated to all members within 10 days of the meeting, And

5.3.5. The quorum for the meeting shall be 60% of Members.

6. Executive Committee (EC) :

6.1. Powers & Functions of Executive Committee :

The Executive Committee will be established to cause overall coordination among various Implementing and collaborating agencies, to monitor the progress of implementation of AUIIP in addition to any other project/scheme as entrusted to AUIDMA, and to discharge management responsibilities under overall guidance of the Governing Body. The Executive Body will exercise all executive and financial powers of AUIDMA as laid down in Articles and of the Memorandum of Association under general supervision of the Governing Body. Thus, the Executive Committee shall -

6.1.1. Manage funds of AUIDMA, submitting annual budget to GB for approval, according financial sanctions, and monitoring financial expenditures and fund flows. The EB shall cause the audit of its accounts annually by the duly appointed chartered Account and the Accountant General.

6.1.2. Frame by – laws consistent with Rules of Business if required and take approval from the Governing Body.

6.1.3. Enter into agreement with any legal entity in meeting the objectives of the AUIDMA.

6.1.4. Cause annual work plan of different implementation agencies prepared as required under the AUIDMA and endorsed by GB.

- 6.1.5. Monitor physical and financial progress of AUIIP implementation at state and subproject levels and of any other project as entrusted from time to time by the competent authority;
- 6.1.6. Submit annual/quarter financial statements, and cause action for obtaining reimbursement of fund for AUIDMA /State Government;
- 6.1.7. Supervise and closely monitor the activities of the PMU(s);
- 6.1.8. Take all actions necessary for fulfillment of objectives of AUIDMA. This will include submission of the innovative proposals to GB for approval/onward transmission to the State Government/Government of India/funding agencies as appropriate;
- 6.1.9. Act as the Appellate Authority for all personal engaged in the AUIDMA;
- 6.1.10. The Executive Committee shall overall supervise and guide the PMUs and PIUs in legal/arbitration matters;
- 6.1.11. To coordinate different Departments and networking with Government ULBs and Non Government Organization at the State Level as well as the District level for expeditious and smooth implementation of sub-project works;
- 6.1.12. The Executive Committee will from time to time aid and put forward their recommendation to the Governing Body for action;
- 6.1.13. The Executive Committee could co-opt experts not exceeding seven, from different relevant sectors like, water supply, sanitation, sewerage, urban transport, Community Health and Hygiene, Community Mobilization etc. as members;
- 6.1.14. To undertake any other issues pertaining to relevant sectors;
- 6.1.15. Staffing for PMUs and PIUs shall be examined and approved by the EC after due consultation with the funding agencies and keeping the best interest of the projects in view;
- 6.1.16. Shall exercise all financial and sanctioning powers as decided and delegated by the Governing Body.

6.2. **Meeting Procedures of the EC:**

- 6.2.1. The Executive Committee shall normally meet quarterly on such date, time and place as may be determined by the Chairperson. The Chairperson may call an extraordinary meeting at his/her discretion on advice of Governing Body. The Member Secretary of the Executive Committee shall be responsible to arrange at least four meetings of the Executive Committee in a financial year.

- 6.2.2. All Members of the Executive Committee shall be invited by notice in writing by the Member Secretary giving 7 days notice. The Chairperson may in special circumstances call a meeting at a notice shorter than seven days.
- 6.2.3. All business of AUIDMA will be recorded as proceedings of the Agency and shall be the basis for any decision, transaction and business of the Agency. All disputed issues shall be determined by the majority votes. The proceedings of the meeting shall be circulated to all members within 10 days of the date of the meeting with copy to the member Secretary of the Governing Body.

7. Election, Powers and Functions of the Chairperson of EC:

The Executive Committee shall be headed by a President who shall be elected from amongst the members of EC. The election of the President shall be held in accordance with the system of single transferable vote. She/he will have overall responsibility for implementation of AUIDMA on behalf of the Government under the guidance and supervision of the Governing Body.

- 7.1. The President shall chair meetings of Executive Committee and exercise all powers of AUIDMA as delegated by the GB;
- 7.2. President is authorized to take action on behalf of Executive Committee even in the absence of an Executive Committee decision if necessary, under supervision and approval of the President of the Governing Body. In such cases the actions taken shall be notified at the following EC meeting for regularization.
- 7.3. The President of the EC may delegate, if required his powers to the CEO of AUIDMA, PDs of the PMUs and other subordinates in the interest of expeditious implementation of the projects and for administrative convenience.
- 7.4. Similarly, the President of the EC may also exercise powers to withdraw the delegated powers to his subordinates with reasons duly recorded, in order to further the objectives of the Agency.
- 7.5. President of the EC may also invite relevant heads of department(s) and other organizations expert to EB meetings when relevant agenda needs to be discussed.

8. Member – Secretary of the Executive Committee:

The Chief Executive Officer (CEO) of the AUIDMA shall be appointed as Member Secretary of the Executive Committee. The general Functions and Powers of the Member Secretary of the Executive Committee are as defined and decided by the Governing Body or Executive Committee from time to time in addition to the following :-

- 8.1. The Member Secretary will exercise and discharge such duties as may be delegated by the Executive Committee / President EC;
- 8.2. Review the progress of works by PMUs and record the minutes of the proceedings;
- 8.3. Take overall responsibility for planning, implementation and monitoring of all activities of the Executive Body and PMUs;

- 8.4. Take overall responsibility for the funds of the Agency including operation of the Agency's bank accounts according to the prescribed norms and relevant rules;
- 8.5. To prepare agenda items along with their notes to be placed before the Governing Body / Executive Committee;
- 8.6. To initiate and co-ordinate inter departmental activities as per the annual action plan duly approved by the Governing Body on the recommendation of the Executive Committee;
- 8.7. To ensure actions on the decision taken in the meetings of the Governing Body / Executive Committee and reporting back their compliance;
- 8.8. To carry out other functions as may be delegated or entrusted to the CEO by the Governing Body or by the Executive Committee;
- 8.9. Project Director, PMUs shall have the financial power of sanctioning work to an extent as decided and delegated by the Governing Body.

9. Project Management Unit (PMU):

9.1. Functions and Powers of the Project Management Unit

- 9.1.1. PMU shall be constituted as per the requirements of the funding agency like, ADB, World Bank, JICA, etc. PMU may also termed as PIU (Project Implementation Unit) or PCU (Project Coordination Unit) as per the norms of the funding agency.
- 9.1.2. Each such PMU (PIU or PCU) shall be headed by a Project Director.
- 9.1.3. Considering the criticality and complexity of the project, GB may recommend to the State Government to notify the CEO as Project Director also as an additional charge.
- 9.1.4. PMU shall be responsible for the planning, implementation, financial, monitoring and all other administration and management activities of Agency consistent with policy and management directions issued by the GB and EC as generally defined in Part B of the MoA.
- 9.1.5. PMU shall exercise and discharge such other duties as may be delegated by the EC of the Agency.
- 9.1.6. PMU shall manage advise, arrange training from time to time for PIUs in all aspects related to AUIIP and develop and implement integrated participatory processes.

9.2. PMU Structure:

PMU staffing and requirements are as listed as under:

- 9.2.1. The Project Management Unit (PMU) shall report to the EC through CEO, AUIDMA and Project Director. Appointment of the management team comprising of the Project Director and two Additional Project Directors shall follow Agency rules.
- 9.2.2. The normal tenure of the Project Director would be for 3 years.

9.2.3. The staff structure would be decided by the GB on the recommendations of EC and the funding agency.

9.3. Functions of the Project Director (PD) of PMU:

The Project Director shall be the Head of the PMU. He shall be responsible for a) all technical matters, b) execution matters, c) administrative, accounts and legal matters and d) non-structural matters. He shall be assisted by his Technical Deputy for the non-structural elements. He shall also be the Controlling Authority of PIU.

Specific Functions of Project Director shall be:

9.3.1 to assist, guide and supervise activities of the Agency in planning, implementation, monitoring, accounting, auditing and evaluation activities of the entrusted Project according to the direction of the AUIDMA, rules of the State Government, DEA (MoF), and Loan Agreement/advise of the funding agency (such as ADB, World Bank, JICA etc.);

9.3.2. to assume complete responsibility for preparation of the Annual Work Plan of the Agency and inclusion of Projects in the GoA annual work-plan pursuant to the Procurement Plan approved by the ADB / funding agency and 5 year plan for the spillover;

9.3.3. to develop and implement project management strategies in association with Executive Officers and Subordinates;

9.3.4. to be responsible for seeking approvals including from the CEO/President of EC, AUIDMA when there is a variation between the procedures of AUIDMA, Aid Agency and the State Government;

9.3.5. to effectively liaise with Government, Donor, Institutions and other stake holders and manage the implementation of the project to achieve agreed outcomes;

9.3.6. to monitor financial sanction and the release of funds for implementation of AUIIP pursuant to provisions in the Rules of Business and the By-Laws of the agency;

9.3.7. to guide the introduction and implementation of Project specific Management Information System (MIS) in the PMU & PIUs;

9.3.8. to develop and implement internal quality control and evaluation system;

9.3.9. to chair regular meetings of the PMU/PIU/Project Management Consultants (PMC)/Design and Supervision Consultants (DSC) etc. and delegate follow up action;

9.3.10. to initiate actions on recommendations of ADB/Aid Agency, GoI, GoA and Executive Committee;

9.3.11. to cause field inspection of the project activities and initiate corrective actions whenever necessary;

9.3.12. to initiate disciplinary actions against any officials and staff engaged in implementation of AUIIP / entrusted project as necessary using the applicable GoA procedures for GoA officers and staff and for external appointees, he shall take action as per GoA rules binding the appointee under such rules during appointment;

- 9.3.13. to discharge all statutory responsibilities as applicable;
- 9.3.14. to carry out any other responsibilities assigned by the State Government/AUIDMA and or funding Agency accepted by the Executive Committee;
- 9.3.15. to finalize contracts according to authorized financial limits and Financial Management Hand book rules;
- 9.3.16. to take responsibility for meeting the Financial progress, timeline, quality assurance, and reporting and accountability outcomes of the project entrusted.

10.A) Project Implementation Units (PIUs):

ADB Mission supervising AUIIP has recommended for an implementation arrangement through city specific Project Implementation Units designated on "as is where is" basis establishing separate cells to be manned by the personal of respective jurisdiction, in addition to the in known duties. Separate PIUs, one each for Dibrugarh and Guwahati will operate under the PMU for administering the subprojects in the field for AUIIP. PIU is headed by a Project Manager, a senior technical officer and supported by specialists in water supply, drainage, civil engineering, solid waste management, procurement, environment, finance and accounting etc. The major tasks of PIU includes -

- i. Overall execution and technical supervision of the project activities including day-to-day activities of works by contractors;
- ii. Approval of the detailed designs of the subprojects;
- iii. Monitoring work of Design and Supervision Consultant (DSC) and effective project implementation;
- iv. Handle all land acquisition and rehabilitation and resettlement issues, including coordination with different line agencies, if necessary;
- v. Implementation of awareness campaigns, consultations with affected persons, environmental management, and capacity building and training;
- vi. Coordinate with the GMDA/GDD/UDD and the Dibrugarh Municipal Board (DMB) who will provide oversight and guidance to the PIUs through their respective City Level Committees (CLC) in Guwahati, Dibrugarh and other Project city or town (as the case may be);
- vii. The PIUs will be under the direct administrative control of the PMU and shall take activities as directed by PMU;
- viii. The PIU in Guwahati should have synergies and a coordination mechanism with the PIUs for JNNURM and JICA projects.

10.B) Work activities for PIU Offices:

- 10. B.1 Planning and strategically designing implementation of structural and non-structural activities of AUIIP;

- 10.B.2. Survey, supervision, monitoring and evaluation and quality control of works;
- 10.B.3. Data Collection and management of the same;
- 10.B.4 Assuring participatory community involvement at community level; and
- 10.B.5 Capacity building for the community and other related staffs in execution, implementation, management and maintenance of AUIIP infrastructure.

11.1 Financial Aspects:

- 11.1.1. CEO, with the approval of the Executive Committee (EC) shall have the powers to open a dedicated Bank Account or Accounts, as may be necessary, in any Nationalized Commercial Bank (s) in the name of the Society i.e. Assam Urban Infrastructure Development & Management Agency.
- 11.1.2 Each PD may also open a separate account as per the stipulations of the funding agency with the approval of CEO. All these accounts shall be operated under the joint signatures of the Project Director, AUIIP and the Chief Accounts Officer.

11.2. Preparation & Approval of Annual Work Plan and Issuance of Administrative Approval

- 11.2.1 The Annual Work Plan (AWP) for a Financial Year (FY), primarily based on targets in the approved Cost Tables of AUIIP or other EAPs, is to be submitted by the PMU to the Executive Committee, Assam Urban Infrastructure Development & Management Agency (AUIDMA) by 31st October of the preceding year.
- 11.2.2. The Executive Committee will place the AWPs so submitted before the Governing Body (GB) of AUIDMA for approval by first week of December. The CEO will communicate these approvals to the PDs concerned.
- 11.2.3. Based on the approval of the AWP by GB, Administrative Approval (AA) to all the activities on the AWP will be accorded by the Project Director, AUIDMA.
- 11.2.4. On approval of the AWP by the GB the implementing agency shall be competent to initiate actions on procurement for which the actual expenditure will be incurred in the following Financial Year (FY).
- 11.2.5. In case of urgency, procurement action may be initiated by the Agency ahead of approval of AWP by GB/EC with prior-principle concurrence of the CEO, AUIDMA, provided (a) the activity is as per the provision under AUIIP Projects; and (b) incorporated in the AWP to be placed before GB/EC by the Agency.
- 11.2.6. For various 'Outside the State' training programs for officials under the AUIIP and other EAPs, approvals and coordination of the same by the EC shall follow the norms :
 - All proposals relating to deputation of officials below Director Level or for training/exposure/study tour outside the State agreed under Projects would be approved by Project Director.

- For this purpose, the concerned Heads of PIUs shall prepare a list of officials proposed for such training outside the state within the approved Annual Work Plan and submit to the PD for approval.

11.3 Sanction Procedure:

- 11.3.1 Based on the Annual Work Plan, PD will move to the EC, AUIDMA through the CEO for sub-project / activity wise sanction proposal (s) as per the action calendar in the Annual Work Plan for which (Administrative Approval) has been accorded.
- 11.3.2 The GB and EC may delegate their financial powers for sanctioning and releasing of funds to the CEO, AUIDMA and PDs from time -to-time depending on the need and requirement. Similarly, AUIDMA will put in a place the procedure for release of funds for expeditious implementation of EAPs.

12. Funds of the Agency:

Sources of funds for the Agency may be-

- 12.1. Plan funds received through the State Finance Department as Grant in Aid (GIA) to the main operating account of the AUIDMA. Each PMU may have separate Accounts as prescribed by the funding agency. Certain portion of Project Management funds may be allocated and deposited in AUIDMA for administrative expenditure as decided by the Governing Body.
- 12.2. The above GIA funds could be as :-
 - 12.2.1. Project funds under EAP to be reimbursed by the MoF/Aid Agency will be released to PMU account.
 - 12.2.2. From Plan/Non-Plan funds from the State Government for general operational expenditure of AUIDMA.
- 12.3. AUIDMA may mobilize own resources through consultancy, capacity building and supervision/management charges of infrastructure project/agency charges;
- 12.4. Donations or contributions made by any other State Government or Institutions or Society within India;
- 12.5. Fees and charges levied by the Govt. of Assam for any service rendered by the AUIDMA;
- 12.6. Contributions or financial aid from external agencies, national or international; and
- 12.7. Miscellaneous income from investment and any other income or receipt from any other source provided it is received for implementing any of the objectives of the society.

13. Management of Funds:

- 13.1. GIA for AUIDMA will be budgeted by the State separately in addition to the EAP funds;
- 13.2. In addition, Project fund will be budgeted by the State as a single line item such as "ADB funded EAP, AUIIP as GIA to AUIDMA";
- 13.3. All money credited to the Agency by the State shall be deposited in the main operating account of the PMU by the Project Director in an approved schedule Bank(s);
- 13.4. The AUIDMA through the PMU shall be responsible for setting up the main operating account which will have a deposited amount not exceeding the lower of the estimated expenditure for 6 months of project implementation or 10% of the loan amount;
- 13.5. Individual payments under the statements of expenditure procedures shall be capped according to the Financial Management Handbook Rules;
- 13.6. All withdrawals shall be made by online/cheque and signed by two signatories-Project Director of the PMU and Chief Accounts Officer/Chief Financial Officer of the PMU at PMU level and by CEO, AUIDMA and Chief Financial Officer/Chief Accounts Officer of AUIDMA at other upper levels;
- 13.7. PMU shall submit monthly works and financial progress accounts to the CEO and EC;
- 13.8. Separate Utilization Certificates in respect of fund received from the Government of India and other sources shall be sent to the Ministry of Urban Development, GoA and ADB, along with audited statement of accounts.

14. Audit of Accounts and Annual Accounts:

The following procedure shall be adopted for auditing of the accounts of Agency-

- 14.1. The AUIDMA shall keep regular and formal financial records using financial and accounting principles of the State Government.
- 14.2. PMUs shall also follow the rules and procedures as prescribed by the financing agreement between the lending agency and the GoA.
- 14.3. The Agency and the PMU should keep records that shall include but not be limited to (i) cash book (ii) journal (iii) vouchers (iv) bank ledgers (v) bank draft/cheque and receipt register.
- 14.4. The Agency shall provide all necessary documents to enable the annual audit to be completed by a chartered Accountant or Auditor who shall be appointed by the EC of the Agency.
- 14.5. The Comptroller and Auditor General of India shall have the same rights, privileges and authority to conduct audit of the accounts of the Agency as she/he has in connection with audit of the Government accounts and for this purpose he shall have the right to demand the production of books of accounts and other relevant records of the Agency.

- 14.6. The obligation arising from the fact that the Agency is utilizing Government funds, the accounts of the Agency shall be submitted to the Auditor's General Office, Guwahati for inspection according to procedures set out by the Government, and
- 14.7. The Project Director shall present the Annual Accounts of the Agency to the Chairperson of the EC in such time that they can be reviewed, approved and presented to the Chairperson of the GB not later than 20th June of each year.

15. Disclosure:

CEO, AUIDMA and Project Director, PMU shall ensure that the Agency shall follow established procedure and processes for disclosure of annual work plans, annual reports, budget, bidding documents, and of bids, audit statements and any other information considered to be in the process of ensuring complete transparency in the decision making of the PMU. The Agency shall use available technology and a variety of media to ensure the widest disclosure of the information.

16. Finance System and Communication:

The Project Director shall establish and maintain a transparent, effective and efficient complaints handling mechanism to address allegations concerning corruption, collusion, misappropriation or non-adherence to procedures and guidelines of the project;

The PMU and PIU will organize awareness campaigns for stakeholders as to their rights; and

The Agency may opt to use the services of the Directorate of Financial Inspection as well as technical audit by the Central Vigilance Commission as and when required.

17. Review /revision of financial powers:

The Executive Committee may review and recommend revision of financial powers of the office of the Agency on an annual basis to the GB which may consider and revise the same, if considered necessary.

18. Reporting:

Following procedures shall be adopted for reporting on physical and financial progress of the project by the Agency.

AUIIP-PIU Report: On the fifth day of each month, the PMU shall receive report on Physical work and financial progress from the Project Manager of each PIU.

PMU Monthly Report: The PMU shall evaluate the PIU monthly reports then prepare a monthly evaluation report for submission to the AUIDMA for approval of CEO/ President of EC who in turn will submit the EC approval to the GoA and the ADB/finding agency by 15th of every month.

PMU Quarterly Reports: The PMU shall consolidate monthly reports on the work undertaken by the Agency into a quarterly report and submit it through the Project Director to the President of the EC at least one week before the scheduled meeting date of the EC. The EC in turn will forward the approved report to the GB, GoA and ADB. In addition to it, the preparation and submission of Project Benefit Monitoring and Evaluation Reports shall follow the same process.

Annual Report: The CEO, AUIDMA and Project Director, PMU shall submit the finalized Annual Report duly submitted by CAG in addition to internal audit to the EC for consideration 15 days before the scheduled General Body meeting at the end of the financial year. The EC will follow the procedures previously obtained for submission to the GB and other authorities.

19. Legal Proceedings:

- 19.1. Any suit or other legal proceedings by or against the Agency may be filed/ contested/ defended and conducted on its behalf by the Chairman or by any other person so authorized by the Executive Committee of the Agency. Any pleadings or other documents in connection therewith may be signed and verified by any of such persons on behalf of the Agency.
- 19.2. This power will also include the appointment of advocate/s, attorney/s etc. for the purpose.

20. Right to Information:

Consistent with the spirit of the Right to information Act the annual Report of the Society, Minutes of the meetings of the Governing Body and Executive Committee and notices for employment and award of contracts and consultancies by the Agency will be displayed on the website of the Agency.

21. Amendments:

21.1. By-Laws of the Agency:

The Executive Committee may, with the previous approval of the Government of Assam, frame or amend from time to time By-Laws of the Agency for the conduct of the operations of the Agency and furthering its objectives. The By-Laws and any amendments shall be placed before the Governing Body in the next meeting.

21.2. Alteration or Extension of the Purpose:

The agency may also extend or abridge the purpose for which it is established, or to amalgamate the Agency wholly or partially with any other Agency or GB in accordance with provisions of the Societies Registration Act 1860, as applicable to the State of Assam.

21.3. Alteration of amendment of Rules:

The rules of the Agency may at any time be altered by a resolution passed by 75% of the members of the GB, present and voting in a meeting of the GB convened for the purpose.

21.4. Change of Name of the Agency:

The Agency may change its name by a resolution passed by 75% of the members of the GB.

21.5. Change in nomenclature of Ministries etc:

As and when there is any change in the nomenclature of the Ministry/ Ministries, department(s), Institution(s) and designation(s) mentioned in the Rules, such change(s) shall automatically stand incorporated in these Rules and it shall not be stated as an amendment of the Rules.

22. Continuation of funding:

With prior approval of the State Government, the Agency may elect to continue to use the agency for managing further funding loans beyond the estimated 5 years work period of AUIIP by a resolution passed by 75% of the members of GB present and voting at a meeting convened for the propose. Review of the existing Rules & Regulations shall take place if continuation of the Agency is agreed.

23. Training and Capability development:

Full time consultants and staff of the Agency (including staff on deputation) would be encouraged to take up skill development courses and even regular courses for their employment prospects, enhance, their skills and build up society capabilities subject to approval of President /CEO, AUIDMA.

24. Manpower Arrangements:

AUIDMA will initially use the PMU staff of AUIIP and as and when, it generates its own resources, GB will decide the dedicated manpower requirement based on the need. For PMU, based on the advice of the funding Agency, appointment through open market will be resorted, as per the procedures of the funding agency and all such appointments will be on contractual basis with due approval of EC/GB, AUIDMA for a fixed tenure as per the project need. Similarly, PMU will explore the possibility of appointment on deputation basis and all such appointments will be regulated in terms of the state Govt. rules relating to the deputations of its officers/staffs. All such appointments would be temporary and would be made, for the contract/deputation period as determined by the GB, AUIDMA.

25. Miscellaneous:**25.1. Identification:**

Orders and decisions and all papers/documents of the agency shall be authenticated by the stamp and signature of the Project Director of the PMU and CEO, AUIDMA.

25.2. Vacancies:

Casual vacancies arising in the Executive Committee on account of any reason may be filled in by co-option made by the Governing Body through a resolution in this regard.

25.3. Reconstitution:

The respective Member-Secretary of Governing Body shall call a special meeting of the Governing Body with prior permission of the Chairperson to discuss the need to reconstitute the Governing Body and the Executive Committee. The agreement to reconstitute the Governing Body and the Executive Committee, as the case may be and information about the new members of the Governing Body/Executive Committee will be sent to the Registrar of Societies in accordance with the provisions of the Registration of Societies Act, 1860.

V. B. PYARELAL,

Additional Secretary to the Govt. of Assam
Guwahati Development Department,
Dispur.